



**Edinburg Consolidated Independent School
District**

Regular

Tuesday, October 25, 2011 6:00 PM

Agenda of Regular Meeting

The Board of Trustees Edinburg Consolidated Independent School District

A Regular Meeting of the Board of Trustees of Edinburg Consolidated Independent School District will be held October 25, 2011, beginning at 6:00 PM in the Board Room, 411 North 8th Street; Edinburg, Texas 78541.

It is the policy of Edinburg CISD not to discriminate in its educational programs based on sex, age, religion, race, color, national origin, or disability. *Es la poliza del distrito escolar de Edinburg de no discriminar en sus programas educativos por razon de sexo, edad, religion, raza, color, origen nacional o por incapacidad.*

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. CALL MEETING TO ORDER, CONDUCT ROLL CALL, ESTABLISH QUORUM
Presenter: President David Torres
Time: 6:00 PM
2. PRAYER, PLEDGE OF ALLEGIANCE, AND TEXAS PLEDGE
Presenter: Mr. Jaime R. Chavana
3. CERTIFICATION OF PUBLIC NOTICE
Notice was posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on October 21, 2011 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.
Presenter: President Torres
4. AWARDS & RECOGNITION
Presenter: Superintendent Rene Gutierrez
 - A. Amancio Rodriguez of Economedes High School Elected President of SkillsUSA Texas Board of Directors
 - B. Aranza Garza of Economedes High School Earns Second Place at USHCC National BizFest Competition
5. SUPERINTENDENT'S REPORT
Presenter: Superintendent Gutierrez
 - A. Update on School Finance

- B. Update on *Cool Schools* Grant
- C. Update on Third Annual ECISD Superintendent's 2012 *Scholarship Golf Classic*
- D. Enrollment as of October 21, 2011
- E. Teacher Vacancies

6. PUBLIC COMMENTS

Public participation is limited to the designated open forum portion of the meeting. At all times during board meetings, the audience shall not enter into discussion or debate on matters being considered by the Board, unless recognized by the Board President. No presentation shall exceed five minutes.

Presenter: Superintendent Gutierrez

7. CONSENT AGENDA

The following item(s) are of a routine or administrative nature. All items are to be acted on by one vote without being discussed separately, unless requested by a board member in which case the item(s) will be considered individually after the items not requiring discussion have been acted on.

Presenter: President Torres

- A. (110B- 1) Minutes for Public Hearing and Regular Board Meeting on October 11, 2011 6
- B. (110B- 2) BID 10-191 Art Supplies, First and Final Renewal COST \$25,500.00 SOURCE Fine Arts Funds 13
- C. (110B- 3) BID 10-211 Award Jackets, First and Final Renewal COST \$37,000.00 SOURCE Fine Arts, Athletic and Career & Technical Funds 29
- D. (110B- 4) BID 11-16 Air Conditioner Filter Media, First and Final Renewal COST \$34,000.00 SOURCE Local Funds 42
- E. (110B- 5) BID 11-31 Fence Supplies, First and Final Renewal COST \$49,311.00 SOURCE Local Funds 56

8. ACTION AGENDA

Presenter: President Torres

- A. (110B- 6) Ratification of Board Action Dated September 28, 2009 Amending Limit to CH (Local): Threshold from \$25,000 to \$50,000 for Purchasing Acquisitions 64
- B. (110B- 7) Second Reading for Proposed Revisions of Board Policy EIA (Local) Academic Achievement: Grading/Progress Reports to Parents 83
- C. (110B- 8) Second Reading for Proposed Deletion of Board Policy EIAB (Local) Grading/Progress Reports to Parents: Makeup Work 86
- D. (110B- 9) Resolution and Ordinance 2012-03 Making Specific Board Findings and Providing for the Taxation of Property Otherwise Exempt Under Texas Tax Code Section 11.253; Providing for Publication and Setting an Effective Date 88
- E. (110B-10) BID 11-07 Gifted and Talented Instructional Materials, First and 100

Final Contract Renewal	COST \$125,400.00	SOURCE	Gifted & Talented Funds	
F. (110B-11) BID 12-05 Employee Uniforms	COST \$115,900.75	SOURCE	Local and Child Nutrition Funds	136
G. (110B-12) BID 12-16 Trade Services and Labor for Electrical, Plumbing, and HVAC from BuyBoard	COST \$70,000.00	SOURCE	Local Funds	150
H. (110B-13) TXMAS 12-29 Two 350-Ton Chillers for South Middle School	COST \$354,931.03	SOURCE	ARRA Funds	153
I. (110B-14) TXMAS 12-33 Two 300-Ton Chillers for Memorial Middle School	COST \$328,322.00	SOURCE	ARRA Funds	176
J. (110B-15) School Health Advisory Council for 2011-2012 School Year				187
K. (110B-16) Middle School ION ELL/CScope Edition for Math, Science, and Social Studies from Ignite! Learning for Barrientes, B L Garza, Brewster School, Harwell, Memorial, and South Middle Schools	COST \$36,000.00	SOURCE	High School Allotment and State Compensatory Funds	188
L. (110B-17) Ignite! Learning Torches for All Edinburg CISD Elementary Campuses	COST \$71,120.00	SOURCE	Local and State Compensatory Funds	192
M. (110B-18) Consideration of and Possible Action Regarding Level III Grievance--Rachel J. Carmona, Coach, Edinburg High School				196

9. CLOSED SESSION

Discussion under the authority of Section 551, Texas Government Code: If, during the course of the meeting covered by this Notice, the Board should determine that a Closed Session of the Board should be held or is required in relation to any item included in this Notice, then such closed session as authorized by Section 551.001 et. seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board after the commencement in Open Session of the meeting covered by this Notice. Such closed session may concern any or all of the subjects and be conducted for any and all purposes permitted by Section 551.071 through and including Section 551.084 of the Texas Open Meetings Act, including, but not limited to, private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Presenter: President Torres

A. Section 551.071--Consultation with Attorney on Any Permitted Subject Including, But Not Limited to:

1. Discussion with School Attorney on Item(s) Exempted under Attorney-Client Privilege
2. Update on Pending Litigation
3. Discussion with Attorney on Legal Issues Regarding Bond Construction Projects
4. Discussion with Attorney on Legal Issues Regarding Construction at Edinburg High School

- 5. Discussion with Attorney Regarding Supplemental Education Service Providers
- B. Section 551.072--Deliberation Regarding Real Property
 - 1. Discussion on Acquisition of Possible Land Donation for Future Development
 - 2. Discussion on Proposed Contracts for Land Purchases
 - 3. Discussion Regarding Sam Houston Property
 - 4. Discussion with Hidalgo County Regarding Extension of Mile 17-1/2 (Russell Road)
- C. Section 551.074--Personnel Matters
 - 1. Discussion of Employment for
 - a. Supervisor, Child Nutrition Department
 - 2. Discussion of Employment, Reassignments, Resignations, and Retirements
 - 3. Update of Pending Personnel Investigations
- D. Section 551.071--Consultation with Attorney & Section 551.074--Personnel Matters
- E. Section 551.082--Discipline of a Public School Child
- 10. ACTION ON ITEMS DISCUSSED IN CLOSED SESSION

Presenter: President Torres

 - A. Section 551.071--Consultation with Attorney
 - 1. Consideration of and Possible Action Regarding Construction at Edinburg High School
 - 2. Consideration of and Possible Action Regarding Supplemental Education Service Providers
 - B. Section 551.072--Deliberation Regarding Real Property
 - 1. Consideration of and Possible Action Regarding Extension of Mile 17-1/2 (Russell Road)
 - C. Section 551.074--Personnel Matters
 - 1. Consideration of and Possible Action Regarding Employment for Supervisor, Child Nutrition Department
 - 2. Consideration of and Possible Action Regarding Employment, Reassignments, Resignations, and Retirements
 - D. Section 551.082--Discipline of Public School Child
- 11. ADJOURNMENT

Presenter: President Torres

APPROVAL OF MINUTES FOR BOARD MEETINGS

Superintendent's Recommendation

Board of Trustees approval of minutes for the following board meeting(s):

**Public Hearing (Schools *FIRST*) on October 11, 2011
Regular Board Meeting on October 11, 2011**

Rationale

Article 6252-17A, §3b, V.A.T.S. requires in part that the Board shall prepare and retain minutes for each of its open meetings. The minutes are public record and shall be available for public inspection and copying upon request to the Superintendent or his designee.

Paperwork Impact

No additional paperwork will be generated.

Budgetary Information

The budget will not be impacted.

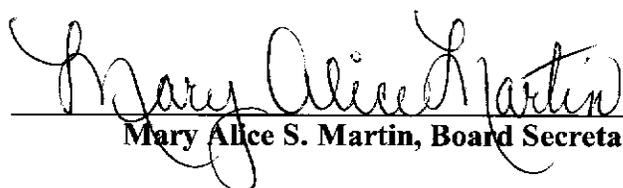
Resource Personnel

Dr. René Gutiérrez

Board Policy Reference and Compliance

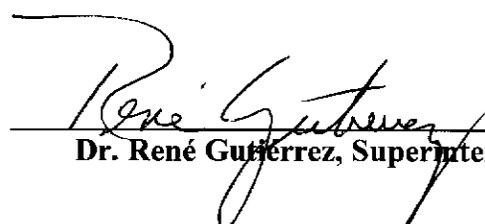
This item is in compliance and in accordance with Board Policy BE and BE (Local).

Prepared by



Mary Alice S. Martin, Board Secretary

Recommended by



Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT A, PAGES 1-6

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

October 11, 2011

On the 11th day of October 2011, the Board of Trustees for the Edinburg Consolidated Independent School District met for a **public hearing (Schools FIRST)** with the following members present:

David Torres, President	Martín Castillo, D.C., Member
Carmen González, Vice President	Juan "Sonny" Palacios Jr., Member (arrived @ 5:50 p.m.)
Ciro Treviño, Secretary	

Absent were Members Jaime R. Chavana and Robert Peña Jr.

Present at the request of the superintendent was Renee Betancourt, board attorney.

President Torres, who conducted **roll**, called the hearing to order at 5:46 p.m. He then asked for certification that **Public Notice** had been posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on October 6, 2011 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

Authorized in 2001 by Senate Bill 218 of the 77th Legislature, Schools *FIRST*, an accountability system, was set up to monitor the use of revenues by school districts. Superintendent Gutierrez pointed out that a public hearing must be held in order to comply with the state mandate. Assistant Superintendent Rebecca Morrison proceeded with **Agenda Item III Overview of Schools FIRST (Financial Integrity Rating System of Texas)** by going over the 22 indicators used to measure district fiscal accountability. Some of the criteria used to assess district financial management systems include a positive fund balance, an unqualified annual financial audit, ratio of students to total staff within Texas Education Agency (TEA) recommended ranges, and unrestricted net asset balance greater than zero. Disclosures as required by Texas Administrative Code Chapter 109 are superintendent's current employment contract, travel reimbursements for the superintendent and board members, outside compensation and/or fees received by the superintendent, gifts received by executive officer(s) and board members, and business transactions between the district and board members for fiscal year ending August 31, 2010. New this year was the completion of a solvency survey required by TEA. Dr. Morrison stated that survey responses were factored into the overall rating of school district accountability systems.

For the ninth year in nine years that Schools *FIRST* has been used to measure financial systems of school districts, Edinburg CISD has earned a **Superior Achievement Rating (Agenda IV)**.

At 6:04 p.m. President Torres opened the floor for **Agenda V Public Comments Regarding the Schools FIRST Report of Edinburg CISD**. No one approached the podium.

Dr. Martín Castillo moved and Mr. David Torres seconded the motion to **adjourn**. The motion carried. President Torres adjourned the meeting at 6:05 p.m.

DAVID TORRES
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

October 11, 2011

On the 11th day of October 2011, the **Board of Trustees** for the Edinburg Consolidated Independent School District met in **regular session** with the following members present:

David Torres, President	Martín Castillo, D.C., Member
Carmen González, Vice President	Juan "Sonny" Palacios Jr., Member
Ciro Treviño, Secretary	Robert Peña Jr., Member (arrived @ 6:11 p.m.)

Absent from the meeting was Member Jaime R. Chavana.

Present at the request of the superintendent was Renee Betancourt, board attorney.

President Torres, who established **quorum**, called the meeting to order at 6:06 p.m. Dr. Martín Castillo offered the **prayer and led the Pledge of Allegiance and Texas Pledge**.

President Torres then asked for certification that **Public Notice** had been posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on October 6, 2011 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

Under Awards & Recognition:

- A. National Hispanic Scholars from Edinburg North High School
- B. *Creative Education Institute* Labs at De la Vina and Cavazos Elementary Achieve Exemplary Status
- C. Barrientes Middle School Art Students Honored at South Texas Literacy Coalition Gala
- D. Audio Video Production Students Are CineSol 36-Hour Film Race Winners
- E. James Ulatowski, JEHS Math Teacher Awarded HESTEC Math Teacher of the Year
- F. Texas Business & Education Coalition Honor Roll 2011 Award to Canterbury, Freddy Gonzalez, Lincoln and Trevino Elementary
- G. Top Ten Instructional Technology Labs

Under the Superintendent's Report:

- A. Update on Technology Program
- B. Update on 2008 Bond Construction Projects by Broaddus & Associates
- C. Enrollment as of October 7, 2011: +170 (compared to 10/8/10)
- D. Teacher Vacancies: 4 (1 elementary/3 secondary)
- E. Financial Reports
 1. Annual Tax Collection Report for Period of September 1, 2010 through August 31, 2011 by Hidalgo County Tax Assessor/Collector
 2. Monthly Budgetary Summaries as of July 31, 2011 and August 31, 2011
 3. Condition of Funds as of July 31, 2011 and August 31, 2011
 4. Tax Collections for July 2011 and August 2011
 5. Investment Report for Period Ending July 31, 2011 and August 31, 2011
 6. Health Insurance Financial Report as of July 31, 2011 and August 31, 2011

Under **Public Comments**, **Luis Tovar** commended the district for the many accomplishments. He asked that paperwork for teachers be kept at minimum in an effort to allow them to focus on teaching.

EXHIBIT A-2

CONSENT AGENDA ITEMS

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Items: 110A-1 Minutes for Regular Board Meeting on September 27, 2011; 110A-2 Bid 11-191 Safety Supplies for Maintenance & Facilities to Several Vendors for a Total of \$25,000.00; 110A-3 Bid 11-221 Towing Services District Wide to South HiWay Garage and M & M Towing & Recovery for a Total of \$25,000.00; 110A-4 Formal Quote 12-07 School Bus Seat Repair Supplies to Rush Truck Centers of Texas L.P. and Heavy Duty Bus Parts Inc. for a Total of \$17,009.00; 110A-5 ECISD Organizational Chart for 2011-2012 School Year; 110A-6 Amend and Renew Agreement for Tax Collection Services with Linebarger Goggan Blair and Sampson, LLP, Delinquent Tax Attorneys; and 110A-7 Amend RFQ 11-13 Licensed Specialist in School Psychology and Behavior to Ruth Cardoza in the Amount of \$10,000.00, as recommended by Superintendent René Gutiérrez. The motion carried.**

ACTION AGENDA ITEMS

Dr. Martín Castillo moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 110A-8 RFP 10-18 Self-Funded Medical Stop Loss Coverage and Administration Services, Second and Final Year Contract Renewal and to Amend the Plan Document to Waive the Deductible Charges of All Generic Medications for All Plan Levels (Gold, Silver, and Bronze) Effective January 1, 2012 in the Amount of \$2,730,850.00, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 110A-9 Renew Software Maintenance Agreement with Kronos Incorporated for District Wide Attendance Time Clock System in the Amount of \$95,997.27, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mr. Robert Peña Jr. moved and Dr. Martín Castillo and Mrs. Carmen González seconded the motion to **Approve Agenda Item 110A-10 2011-2012 Campus Improvement Plans as Recommended by the Local School Support Teams, as recommended by Superintendent René Gutiérrez. The motion carried.**

Dr. Martín Castillo moved and Mr. Robert Peña Jr. seconded the motion to **Approve Agenda Item 110A-11 Purchase of Perpetual License from Scientific Learning Corporation for the Hidalgo County Juvenile Detention Center in the Amount of \$33,075.00, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mr. Robert Peña Jr. moved and Mr. David Torres seconded the motion to **Approve Agenda Item 110A-12 Contract with Gretchen Bernabei to Provide Training for Writing Teachers District Wide for the 2011-2012 School Year in the Amount of \$20,000.00, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 110A-13 2011-2012 Renewal of Destiny Resource Management Solution—Destiny Library Manager Annual Software License Including the New STAAR State Standards & TitlePeek Subscription Services for the Three High Schools, Six Middle Schools, Brewster School and Thirty-one Elementary Schools in the Amount of \$48,381.28, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 110A-14 Purchase Apple Hardware and Software for the Career and Technical Education Courses: Web Technologies, Computer Programming (Video Game Design) and Audio Video Production in the Amount of \$67,036.80**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 110A-15 Letter of Agreement for Antivirus Solution Effective 2011-2012 for a Three Year Period in the Amount of \$69,803.20**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. David Torres seconded the motion to **Approve Agenda Item 110A-16 First Reading of Proposed Deletion of Board Policy EIAB (Local) Grading/Progress Reports to Parents: Makeup Work**, as recommended by Superintendent René Gutiérrez. The motion carried.

Dr. Martín Castillo moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 110A-17 First Reading of Proposed Revisions of Board Policy EIA (Local) Academic Achievement: Grading/Progress Reports to Parents**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Ciro Treviño moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 110A-18 Purchase STAAR One™ Texas STAAR—Aligned Assessment Item Bank from Region One Education Service Center for All ECISD Campuses in the Amount of \$102,500.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Ciro Treviño moved and Dr. Martín Castillo and Mrs. Carmen González seconded the motion to **Approve Agenda Item 110A-19 Bid 11-220 Music Supplies to Several Vendors with Woodwind & Brasswind DIV of Musicians Friends Inc, Texas Band and Orchestra, Antonio Strad Violin, and Shars Products Company as Primary Vendors for a Total of \$81,000.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 110A-20 Interlocal 12-02 District Wide Use of Purchasing Cooperatives Available to the District for the Total of \$1,500,000.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 110A-21 Interlocal 12-18 Replacement of Xerox Copiers through the State of Texas Comptroller's Office and the Texas Cooperative Purchasing Network in the Amount of \$677,862.72**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 110-22 Resolution 2012-02 of the Edinburg Consolidated Independent School District Making Specific Board Findings Reserving the Authority to use the Right of Eminent Domain to Acquire Property for the Purpose of Constructing School Buildings or for Any Other Public Use Necessary for the District**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. David Torres moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 110A-23 Eduphoria! Suite Data Access Software in the Amount of \$82,000.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

EXHIBIT A-4

EDINBURG CISD SCHOOL BOARD MEETING

October 11, 2011

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Mr. Ciro Treviño moved and Dr. Martín Castillo seconded the motion to enter **Closed Session**. The motion carried.

President Torres recessed the meeting at 8:44 p.m. enabling the Board to enter Closed Session.

Mr. John Shergold, attorney for Rachel J. Carmona, requested that **Section 551.074 9C.4 Level III Grievance of Rachel J. Carmona, Coach, Edinburg High School** be held in Open Session. Attorney Betancourt stated that the Board approved the request and that the hearing would be held when the Board returned to Open Session.

Dr. Martín Castillo moved and Mrs. Carmen González seconded the motion to return to **Open Session**. The motion carried.

After returning to Open Session at 10:15 p.m., President Torres announced that no action had been taken on items discussed in Closed Session.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Section 551.074 10C.1 Employment of Professional Applicants as Discussed in Closed Session Subject to Assignment for the Type and Term of Contract as Identified for Each Position, and Furthermore Recommend Employment, Reassignments, Resignations, and Retirements as Discussed in Closed Session**, as recommended by Superintendent René Gutiérrez. The motion carried.

Employment for 2011-2012

Bertha Miriam Garza*/**	BS/UT, Pan American	8-3 years experience
Ramiro Paez Jr.*/#	BA/UT, Pan American	0-0 years experience
Brenda Marie Gomez*/#	BA/UT, Pan American	1-1 years experience

*Pending criminal background check

**Probationary Experienced Contract

#Probationary Ten Month Contract

Resignations, Reassignments, and Retirements

Belinda Garza	Educational Diagnostician/Special Ed
Laura Hees	4 th Grade Bilingual/Austin
Annabel Zurovetz (Retiring)	Educational Diagnostician/Special Ed

Employment of Paraprofessionals (University Hours) and Classified Employees

Raul Garcia*	BS/UT, Pan American	0-0 years experience
Clarissa Gonzalez*	High School Diploma	0-0 years experience
Eduardo Reta*	High School Diploma	0-0 years experience
Anna Villegas*	High School Diploma	0-0 years experience
Mario Molina*	Bus Driver/Transportation	Pending
Jonathon de la Rosa*	CN Custodian/Harwell MS	0-0 years experience
Silvia B. Alcocer*/**	Custodian/Eisenhower	0-0 years experience
Valentina Gonzales*/**	Custodian/Lee	0-0 years experience
Fernando Castro*	Carpenter Foreman/M & F	Pending

*Pending district medical and employment requirements

**ECISD substitute custodian

Promotions

Alejandro Ysquierdo	PEIMS Clerk/Lee
Juan G. Mendoza	Clerical Library.AR Aide/Edinburg HS
Maria C. Villegas	Library Secretary/Economedes HS

EXHIBIT A-5

EDINBURG CISD SCHOOL BOARD MEETING

October 11, 2011

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Promotions (continued)

Jose R. Montoya	Greaseman/Transportation
Antonio Vasquez	Lead Secondary Custodian/Harwell MS

Resignations, Reassignments, and Retirements

Francisco Dax Martinez	Duplicator Clerk/South MS
Monica D. Pestana	Parental Inv Assistant/Garza MS
Reyna Abigail Villarreal	Special Ed Aide/Longoria MS
Marissa G. Bocanegra	Duplicator Clerk/Harwell MS
Cynthia Ouderkirk	Special Ed Aide/De Escandon
Norma Sanchez	Custodian/CTE
Salomon Salas (Retiring)	Plumber/M & F

Employment of Interns/Tutors/Student Workers

Isai A. Bran*	AVID/Economedes HS (JEHS)
Danny Lara*	AVID/JEHS
Lizbeth Perez*	AVID/JEHS
Ricardo Saldivar*	AVID/JEHS
Rigoberto Gomez Jr.*	Technology/Avila
Eugenio de Hoyos*	Technology/Tech Dept
Meghan Ponce*	Tutor/South MS

*Pending district medical and employment requirements

Mr. Juan "Sonny" Palacios Jr. moved and Mrs. Carmen González seconded the motion **That No Action Be Taken Regarding Section 551.074 10C.2 Level III Grievance of Michael Donaldson, Bus Driver.** The motion passed 5 to 0 with Robert Peña Jr. abstaining.

In **Section 551.074 10C.3 Level III Grievance of Rachel J. Carmona, Coach at Edinburg High School**, President Torres asked Ms Renee Betancourt to serve as presiding officer for the grievance hearing of Ms Rachel Carmona. Mr. John Shergold, attorney for Ms Carmona, requested that the Board conduct the hearing in open session, and the Board complied with her request. Ms Leslie McCollom represented Edinburg CISD administration.

Upon completion of the hearing process, President Torres announced that the Board would not take action on **Section 551.074 10C.3 Level III Grievance of Rachel J. Carmona, Coach at Edinburg High School**, but that a decision would be reached at the next regular board meeting.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **adjourn**. The motion carried. President Torres adjourned meeting at the 10:40 p.m.

DAVID TORRES
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A-6

APPROVAL OF BID 10-191, ART SUPPLIES, FIRST AND FINAL RENEWAL

Superintendent's Recommendation

That the Board of Trustees approves the recommendation to accept the renewal for Arts Supplies Bid, which is indicated in the attached bid tabulation as being the most favorable and advantageous to the District.

Rationale

This bid has a final year renewal option. The Fine Arts Department and the awarded vendors have agreed in writing to continue this bid for an additional year at no increase in cost. This bid will be used district wide for the purchase of art supplies. The administration sought competitive sealed bids for the District. Bid opening was held at the Administration Building on August 12, 2010 at 3:30 P.M., where fifteen (15) proposals were opened. This bid is to purchase art supplies essential for classroom instruction from elementary through high school.

User Department

This item was requested by Nelinda Villarreal, Director of Fine Arts Department.

Budgetary Information

Total Award Recommendation \$25,500.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
166-xx-6399-04-xxx-2xx000	General Supplies	51,100.00	10,475.55	0.00	40,624.45
TOTAL		51,100.00	10,475.55	0.00	40,624.45

Resource Personnel

Dr. René Gutiérrez	Dr. Rebecca Morrisson	Sylvia D. Garcia
Maria Luisa Guerra	Nelinda Villarreal	Amaro Tijerina
Soledad Schuller		

Board Policy Reference and Compliance

This is in compliance and in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: Nelinda Villarreal
 Nelinda Villarreal, Director of Fine Arts

Approved by: Maria Luisa Guerra
 Maria Luisa Guerra, Asst. Supt. for Inst./Support Serv.

Within Budgetary Allocations: Sylvia D. Garcia
 Sylvia D. Garcia, Director of Finance

Approved by: Rebecca Morrisson
 Dr. Rebecca Morrisson, Asst. Supt. for Finance/Ops.

Recommended by: René Gutiérrez
 Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____ PAGE(S) _____

Notes for Bid Tabulation
Bid 10-191, ARTS SUPPLIES, FIRST AND FINAL RENEWAL
October 25, 2011

1. **USER DEPARTMENTS:** This bid will be used district-wide for the purchase of art supplies.
2. **TERM BID:** This bid is a term bid beginning October 26, 2011 or soon thereafter and ending September 30, 2012. This will be the first and final contract renewal for this bid.
3. **BID EVALUATION:** This bid was evaluated by Nelinda Villarreal. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The catalog discounted prices will be available to all the district campuses and departments who will be placing orders directly from the awarded primary vendors. Items not available from the Primary Vendors may be purchased from the Approved Vendors providing the best discount and prices.
5. **UNIT PRICES:** The catalog unit prices and discounts will remain the same for the term of the contract.
6. **TYPE OF BID:** This bid is for Arts Supplies only. The district will purchase the materials on an as needed basis following Board of Trustee approval.
7. **APROXIMATE AMOUNT SPENT LAST YEAR:** **\$28,000.00**
8. **AWARD RECOMMENDATION:** **\$25,500.00**

Administration recommends awarding this bid to two primary vendors. **You are required to order from the Primary vendors first. Items not available through the primary vendors may be purchased from vendors in the approved vendor list.**

VENDOR	DISCOUNT	NOTES
PRIMARY VENDORS		
Dick Blick Company PO Box 1267 Galesburg, IL 61402 Contact: Kristan Dwyer PH: 800-704-7744 FAX: 800-621-8293	20% Exceptions: Sales or other offer, item prefix # beside (A,B,C, OR Z) & Internet Specials, Drop Shipments, REFERENCE # QD20100	1. Net Pricer – No 2. Delivery time 10-14 days 3. Minimum order – No 4. Shipping free over \$99 Exception: 50# modeling material – paper rolls – foamboard – linoleum rolls – presses or other prod. Noted in catalog – orders less than \$99 5. Restocking fee - No
Nasco 901 Janesville Ave. Fort Atkinson, WI 53538-0901 Contact: Dave Johnson Ph: 800-558-9595 FAX: 920-563-8296	20% Arts & Crafts 5% items with Z prefix – No sale items REFERENCE # 54332	1. Net Pricer – Yes 2. Delivery time 7-21 days 3. Minimum order \$50 4. Shipping Free shipping except: Clay, plaster, modeling material 50# or more – Paper roll 500 & 1000 ft – Linoleum rolls – Furniture, Equip- items w/truck logo or "Z" prefix 5. Restocking fee – No

EXHIBIT _____

APPROVED VENDORS

<p>Ace Educational Supplies, Inc 5595 S. University Drive Davie, FL 33328 Contact: Richard Ludwig PH: 800-432-0213 FAX: 800-865-5564</p>	<p>10%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time 2 days 3. Minimum order \$50 4. Shipping 20% catalog price on orders with shipping symbols 5. Restocking fee – No
<p>Asel Art Supply 2701 Cedar Springs Dallas, TX 75201 Contact: Calvin Axtell PH: 888-273-5278 FAX: 214-871-0007</p>	<p>20% Various dis. Per item & Qty example: brushes & brush set = 40 to 50% - paper & pad = 20 to 60% - paints 20 to 50 %</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time 14 days 3. Minimum order - No 4. Shipping \$450 up free shipping 5. Restocking fee – Yes
<p>Early Childhood, LLC Dbas Discount School Supply 2 Lower Ragsdale, Suite 200 Monterey, CA 93940 Contact: Mimi Stoiles PH: 800-836-9515 FAX: 800-993-3609</p>	<p>15%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time 2-5 days in stock – drop ship 2-5 week 3. Minimum order – No 4. Shipping free with min order \$79 – drop ship 15% fee – under \$75 fee 15% 5. Restocking fee – No
<p>Gateway Printing & Office Supplies 315 South Closner Edinburg, TX 78539 Contact: Butch Shook PH: 956-383-3861 FAX: 956-383-4674</p>	<p>28% Gateway Instructional Catalog</p>	<ol style="list-style-type: none"> 1. Net Pricer – Yes 2. Delivery time 1 day 3. Minimum order – No 4. Shipping – No 5. Restocking fee
<p>Kaplan Early Learning, Co PO Box 609 Lewisville, NC 27023 Contact: Kate Shelton PH: 800-334-2014 FAX: 336-712-2243</p>	<p>15%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time 7-10 Bus day Drop ship 2-6 weeks 3. Minimum order \$300.00 4. Shipping order \$300 free 5. Restocking fee – 15%
<p>Learning Zone 4250 South Alameda Corpus Christi, TX 78412 Contact: Jimmy Perez PH: 361-452-4416 FAX: 210-341-8760</p>	<p>15% Arts & Crafts</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time 7 to 21 days 3. Minimum order – No 4. Shipping free order over \$75 – furniture & equip 10% shipping 5. Restocking fee – 5%
<p>Oriental Trading Company 4206 South 108 Street Omaha, NE 68137 Contact: Joan Squire PH: 800-228-0038 FAX: 800-869-2351</p>	<p>5%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time 10 days 3. Minimum order – No 4. Shipping up to \$25 = \$6.99 \$25.01 to \$50 = \$8.99 \$50.01 to \$75 = \$10.99 \$75.01 to \$100 = \$11.99 \$100.01 to \$125 = \$12.99 \$125.01 to \$150 = \$15.99 \$150.01 to \$200 = Free exception Truck symbol items/speciality 5. Restocking fee – No

APPROVED VENDORS

<p>Pyramid School Products 6510 North 54th Street Tampa, FL 33610-1908 Contact: John O. Miller PH: 800-792-2644 FAX: 813-621-7688</p>	<p style="text-align: center;">10% SUPPLIES ONLY Excluding furniture or equipment</p> <p style="text-align: center;">REFERENCE # 10-191 EDINBURG</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time 21-30 days 3. Minimum order – No 4. Shipping orders \$95 up No shipping – under will have actual shipping added to invoice 5. Restocking fee – Varies must be approved by cust. Service dept
<p>S & S Worldwide 75 Mill Street Colchester, CT 06415 Contact: Miranda Stuckey PH: 800-642-7354 FAX: 800-432-2842</p>	<p style="text-align: center;">18%</p>	<ol style="list-style-type: none"> 1. Net Pricer – Yes 2. Delivery time 7-10 Bus days 3. Minimum order – No 4. Shipping No except Drop ship items 5. Restocking fee – No

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 PURCHASING DEPARTMENT
 411 N. 8th Street/DRAWER 990
 EDINBURG, TEXAS 78540
 PHONE: (956) 289-2311
 FAX (956) 383-7687



MEMORANDUM

*****PLEASE RESPOND NO LATER THAN OCTOBER 14*****

Date: October 6, 2011
 TO: Nelinda Villarreal, Director of Fine Arts
 FROM: Soledad Schuller, Buyer *[Signature]*

SUBJECT: RENEWAL OF BID 10-191, ART SUPPLIES, FIRST AND FINAL RENEWAL

There is an option to renew the above mentioned bid. Attached is the detailed information on what was awarded last year. Hopefully, this will assist you in making your decision

Please sign and return back to me for processing. Let me know as soon as possible, if you have any questions, give me a call at 956-289-2311 Ext. 2138.

Yes, I want to renew: *Nelinda Villarreal*

No, I don't want to renew: _____

ACCOUNT NUMBER: _____ 166-XX-6399-04-XXX-2XX-000

AMOUNT SPENT LAST SCHOOL YEAR: _____ \$

Rationale to be used on Agenda: _____

Reason why you don't want to renew:

THANK YOU!

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its' educational programs.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



September 13, 2011

Dick Blick Company
 P O BOX 1267
 Galesburg, IL 61402
 Attn: Krstan Dwyer

800-821-8293

Attn: Krstan Dwyer;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-191, ART SUPPLIES-FIRST AND FINAL RENEWAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start October 1, 2011 or soon thereafter and end September 30, 2012.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: *Kristin Dwyer*, per original discounts, terms, and conditions.
 Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal:

_____ Date
 Edinburg CISD

Non-discrimination Statement
 It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
 Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, en sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



September 13, 2011

NASCO
 901 Janesville Ave.
 Fort Atkinson, WI 53538-0901
 Attn: Dave Johnson

920-563-8296

WHEN ORDERING
 YOU MUST REFER TO

QUOTATION
 No.

54332

Attn: Mr. Johnson;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-191, ART SUPPLIES-FIRST AND FINAL RENEWAL**

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Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: [Signature] 9-14-11, per original discounts, terms, and conditions.
 Vendor Signature Dave Johnson, Manager of Contract Sales

NO: _____, I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal:

 Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. If you are a person with a disability and need this document in an alternative format, please contact the Superintendent of Schools at (956) 289-2311, ext. 2138.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



September 13, 2011

Ace Educational Supplies, Inc
 5595 S. University Drive
 Davie, FL 33328
 Attn: Richard Ludwig

RECEIVED
 SEP 13 2011

800-865-5564

Attn: Mr. Ludwig;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-191, ART SUPPLIES-FIRST AND FINAL RENEWAL**

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We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: Richard Ludwig
 Vendor Signature

Richard Ludwig, President
 _____, per original discounts, terms, and conditions.

NO: _____, I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal:

 Edinburg CISD Date

Non-discrimination Statement
 It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
 Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, ni discriminación dentro de sus programas educacionales.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



September 13, 2011

Asel Art Supply
 2701 Cedar Springs
 Dallas, TX 75201
 Attn: Calvin Axtell

214-871-0007

Attn: Calvin Axtell;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-101, ART SUPPLIES-FIRST AND FINAL RENEWAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start October 1, 2011 or soon thereafter and end September 30, 2012.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: *Soledad Schuller*, per original discounts, terms, and conditions. *9-13-11*
 Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
 Vendor Signature

Please update contact info

Approved for Renewal:

Asel Art Supply
 2701 Cedar Springs Rd
 Dallas, TX 75201
 Attn: Thomas Cicherski

 Edinburg CISD Date

tcicherski@aselart.com

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. Es política del Distrito Escolar de Edinburg no discriminación por razones del sexo, edad, discapacidad, raza, color, origen nacional, ni características étnicas en sus programas educativos.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 890
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



September 13, 2011

Early Childhood, LLC
 Dba Discount School Supply
 2 lower Ragsdale, Suite 200
 Monterey, CA 93940
 Contact: Mimi Stoles

800-993-3609

Attn: Mimi Stoles;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-101, ART SUPPLIES-FIRST AND FINAL RENEWAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start October 1, 2011 or soon thereafter and end September 30, 2012.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: , per original discounts, terms, and conditions.
 Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal:

_____ Date

It is the policy of Edinburg CISD not to discriminate on the basis of race, color, national origin, sex, or religion in its educational programs. No person shall be denied the benefits of Edinburg CISD on the basis of race, color, national origin, sex, or religion. Any person who wishes to file a complaint should contact the Superintendent of Schools.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



September 13, 2011

Gateway Printing & Office Supplies
 315 South Closner
 Edinburg, TX 78539
 Attn: Butch Shook

956-383-4674

Attn: Butch Shook;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-191, ART SUPPLIES-FIRST AND FINAL RENEWAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start October 1, 2011 or soon thereafter and end September 30, 2012.

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Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: *B. Shook* per original discounts, terms, and conditions.
 Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal:

 Edinburg CISD Date

Non-discrimination Statement
 It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
 Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, en discapacidades dentro de sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 6th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



September 13, 2011

Kaplan Early Learning
 P.O. BOX 609
 Lewisville, NC 27023
 Attn: Kate Shelton

336-712-2243

Attn: Kate Shelton;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-191, ART SUPPLIES-FIRST AND FINAL RENEWAL**

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Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: *Soledad Schuller* per original discounts, terms, and conditions.
 Vendor Signature **DISCOUNT WILL BE APPLIED TO THE CURRENT PRICING IN EFFECT WHEN ORDER IS PLACED.

NO: _____, I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal:

_____ _____
 Edinburg CISD Date

Non-discrimination Statement
 It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color or national origin in its educational programs. No person shall be denied the benefits of education on the basis of sex, age, handicap, religion, race, color or national origin in the programs administered.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 385-7687



September 13, 2011

Learning Zone
 4250 South Alameda
 Corpus Christi, TX 78412
 Attn: Jimmy Perez

210-341-8760

Attn: Jimmy Perez;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-191, ART SUPPLIES-FIRST AND FINAL RENEWAL**

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We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Soledad Schuler, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: *[Signature]* per original discounts, terms, and conditions.
 Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal:

 Edinburg CISD Date

Notwithstanding to whom this contract is awarded, the Edinburg CISD does not discriminate on the basis of race, age, handicap, religion, sex, color, or national origin in its educational programs. El gobierno del Estado de Texas no discrimina por razones de raza, edad, religión, sexo, color, origen nacional, ni discapacidad dentro de sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



September 13, 2011

Oriental Trading Co.
 4208 South 108 Street
 Omaha, NE 68137
 Contact: Joan Squire

800-889-2351

Attn: Joan Squire;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-191, ART SUPPLIES-FIRST AND FINAL RENEWAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start October 1, 2011 or soon thereafter and end September 30, 2012.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: Joan Squire *with revised shipping charges.* per original discounts, terms, and conditions.
 Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal:

 Edinburg CISD Date

Non-discrimination Statement
 It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
 Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, en sus programas educativos.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



September 13, 2011

Pyramid School Products
 6510 North 54th Street
 Tampa, FL 33610-1908
 Contact: John O. Miller

813-621-7888

Attn: Mr. Miller;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 10-191, ART SUPPLIES-FIRST AND FINAL RENEWAL**

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Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: *[Signature]* per original discounts, terms, and conditions. *

NO: _____, I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal: ** 10 % off supplies + equipment
 Fmt - supplies - \$95.00 + over free fmt
 Fmt - equipment - actual Fmt added to invoice
 2011-2012 full line cat*

 Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. No person who denies facilities of Edinburg or no discriminate per notices can have the same, color, religion, race, color origin national, or educational status as the program participants.

APPROVAL OF BID 10-211, AWARD JACKETS, FIRST AND FINAL RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the renewal for Award Jackets bid, which is indicated in the attached bid tabulation as being the most favorable and advantageous to the District.

Rationale

This bid has a final year renewal option. The Fine Arts Department, Athletic Department and Career and Technical Education Department and the awarded vendors have agreed in writing to continue this bid for an additional year at no increase in cost. Administration sought competitive sealed bids for Award Jackets. Bid opening was held at the Business Office Building on September 16, 2010, at 3:00 P.M. four (4) bids were opened. Athletics and Career and Technology award the jackets to students based on merit and achievement in the three (3) high schools. Fine Arts awards the jackets to seniors for their commitment and participation of four years in the areas of band, choir, orchestra, dance, and theatre. This bid will be used by the Athletics, Career and Technology, and Fine Arts Departments.

User Department

This item was requested by Mr. Joe Filoteo, Athletic Director, Mrs. Nelinda Villarreal, Director of Fine Arts/UII, and Mrs. Griselda Quintanilla, Director of Career and Technical Education.

Budgetary Information

Total Award Recommendation \$37,000.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
166-XX-6497-XX-XXX-2XXXXX	Awards	38,974.00	9,967.20	0.00	29,006.80
167-36-6497-00-XXX-291000	Awards	30,500.00	0.00	0.00	30,500.00
162-11-6497-00-XXX-222000	Awards	5,100.00	0.00	0.00	5,100.00
TOTAL		74,574.00	9,967.20	0.00	64,606.80

Resource Personnel

Dr. René Gutiérrez
 Maria Luisa Guerra
 Griselda Quintanilla

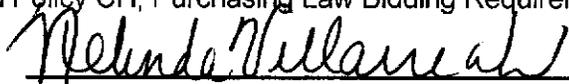
Dr. Rebecca Morrisson
 Nelinda Villarreal
 Amaro Tijerina

Sylvia D. Garcia
 Joe Filoteo
 Soledad Schuller

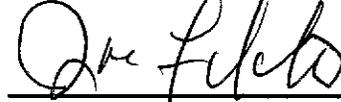
Board Policy Reference

This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Requested by:


 Nelinda Villarreal, Director of Fine Arts/UII


 Griselda Quintanilla, Director of Career & Technical Ed.


 Joe Filoteo, Director of Athletics

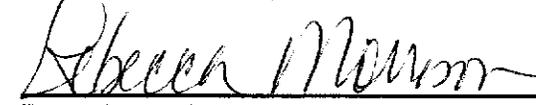
Approved by:


 Maria Luisa Guerra, Asst. Supt. for Inst./Support Serv.

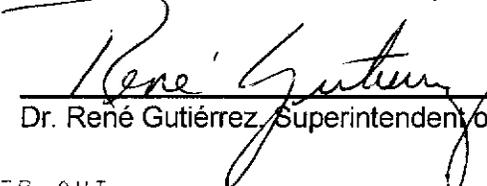
Within Budgetary Allocations:


 Sylvia D. Garcia, Director of Finance

Approved by:


 Dr. Rebecca Morrisson, Asst. Supt. for Finance/Ops.

Recommended by:


 Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
Bid 10-211, Award Jackets, First and Final Renewal
October 25, 2011

1. **USER DEPARTMENT:** This bid was requested by Career and Technology, Athletics, and Fine Arts/U.I.L. Departments. Mrs. Griselda Quintanilla, Mr. Joe Filoteo, and Mrs. Nelinda Villarreal will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract beginning November 1, 2011 or soon thereafter and ending October 31, 2012. This will be the first and final renewal for this contract.
3. **BID EVALUATION:** This bid was evaluated by Mrs. Griselda Quintanilla, Director of Career and Technical Education, Mr. Joe Filoteo, Director of Athletics, and Mrs. Nelinda Villarreal, Director of Fine Arts/UII. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** Career and Technology, Athletic, and Fine Arts/U.I.L. Departments will prepare purchase orders on an as needed basis following Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$32,000.00**
6. **TOTAL ESTIMATED AWARD RECOMMENDATION:**

DEPARTMENT	ESTIMATED AWARD RECOMMENDATION
Athletic Department	\$17,000.00
Fine Arts Department	\$15,000.00
Career & Technology	\$5,000.00
TOTAL ESTIMATED AWARD	\$37,000.00

VENDOR	ESTIMATED AWARD RECOMMENDATION
Meca Sportswear, Inc. 604 W. Sam Houston Pharr, TX 78577 Contact: Dolores (Lola) Rodriguez PH: 956-782-0348 FAX: 956-782-0344	\$37,000.00
TOTAL ESTIMATED AWARD RECOMMENDATION	\$37,000.00

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 411 N. 8th Street/P.O. Box Drawer 990
 Edinburg, Texas 78540
 Purchasing Department
 Phone: (956) 289-2311
 Fax (956) 383-7687



October 11, 2011

MECA Sportswear Inc.
 604 West Sam Houston
 Pharr, TX 78577

Attn: Lola Rodriguez;

REF: REQUEST FOR INFORMATION - BID 10-211, AWARD JACKETS, RENEWAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end October 31, 2012.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 if you have any questions regarding this contract.

YES: *Soledad (Lola) Rodriguez* per original discounts, terms, and conditions.
 Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
 Vendor Signature

Approved for Renewal:

_____ Date

Non-discrimination Statement
 It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
 Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color origen nacional, ni discapacidades dentro de sus programas educacionales.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 PURCHASING DEPARTMENT
 411 N. 8th Street/DRAWER 990
 EDINBURG, TEXAS 78540
 PHONE: (956) 289-2311
 FAX (956) 383-7687



MEMORANDUM

*****PLEASE RESPOND NO LATER THAN OCTOBER 14*****

Date: October 6, 2011

TO: ✓ Griselda Quintanilla, Director of Technical Education
 Nelinda Villarreal, Director of Fine Arts/UII
 Joe Filoteo, Director of Athletics

FROM: Soledad Schuller, Buyer *(Signature)*

SUBJECT: RENEWAL OF BID 10-211, AWARD JACKETS RENEWAL

There is an option to renew the above mentioned bid. Attached is the detailed information on what was awarded last year. Hopefully, this will assist you in making your decision.

Please sign and return back to me for processing. Let me know/as soon as possible, if you have any questions, give me a call at 956-289-2311 Ext. 2138.

Yes, I want to renew: _____ *(Signature)*

No, I don't want to renew: _____

ACCOUNT NUMBER: _____ 166-XX-6497-XX-XXX-2XX-XXX
 _____ 167-36-6497-00-XXX-291-000
 _____ 162-11-6497-00-XXX-222-000

AMOUNT SPENT LAST SCHOOL YEAR: _____ \$

Rationale to be used on Agenda: Great service

Reason why you don't want to renew:

THANK YOU!

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its' educational programs.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 PURCHASING DEPARTMENT
 411 N. 8th Street/DRAWER 990
 EDINBURG, TEXAS 78540
 PHONE: (956) 289-2311
 FAX (956) 383-7687



MEMORANDUM

*****PLEASE RESPOND NO LATER THAN OCTOBER 14*****

Date: October 6, 2011

TO: Griselda Quintanilla, Director of Technical Education
 ✓ Nelinda Villarreal, Director of Fine Arts/UII
 Joe Filoteo, Director of Athletics

FROM: Soledad Schuller, Buyer

SUBJECT: RENEWAL OF BID 10-211, AWARD JACKETS RENEWAL

There is an option to renew the above mentioned bid. Attached is the detailed information on what was awarded last year. Hopefully, this will assist you in making your decision.

Please sign and return back to me for processing. Let me know as soon as possible, if you have any questions, give me a call at 956-289-2311 Ext. 2138.

Yes, I want to renew:

No, I don't want to renew: _____

ACCOUNT NUMBER: _____ 166-XX-6497-XX-XXX-2XX-XXX
 _____ 167-36-6497-00-XXX-291-000
 _____ 162-11-6497-00-XXX-222-000

AMOUNT SPENT LAST SCHOOL YEAR: _____ \$ _____

Rationale to be used on Agenda: _____

Reason why you don't want to renew: _____ 10-11-11A10:53 RCVD

THANK YOU!

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its' educational programs.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 PURCHASING DEPARTMENT
 411 N. 8th Street/DRAWER 990
 EDINBURG, TEXAS 78540
 PHONE: (956) 289-2311
 FAX (956) 383-7687



MEMORANDUM

*****PLEASE RESPOND NO
 LATER THAN OCTOBER 14*****

Date: October 6, 2011
 TO: Griselda Quintanilla, Director of Technical Education
 Nelinda Villarreal, Director of Fine Arts/UII
 ✓ Joe Filoteo, Director of Athletics
 FROM: Soledad Schuller, Buyer *[Signature]*

SUBJECT: RENEWAL OF BID 10-211, AWARD JACKETS RENEWAL

There is an option to renew the above mentioned bid. Attached is the detailed information on what was awarded last year. Hopefully, this will assist you in making your decision.

Please sign and return back to me for processing. Let me know as soon as possible, if you have any questions, give me a call at 956-289-2311 Ext 2138.

Yes, I want to renew: *Joe Filoteo*
 No, I don't want to renew: _____

ACCOUNT NUMBER: 166-XX-6497-XX-XXX-2XX-XXX
167-36-6497-00-XXX-291-000
162-11-6497-00-XXX-222-000

AMOUNT SPENT LAST SCHOOL YEAR: _____ \$

Rationale to be used on Agenda: _____

Reason why you don't want to renew:

THANK YOU!

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

EXHIBIT _____

**AWARD JACKETS TERM BID
FOR THE PERIOD 11/01/10 THRU 10/31/11**

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
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******* GENERAL CONTRACT INFORMATION *******

DESCRIPTION OF CONTRACT: AWARD JACKETS

BID NUMBER: Bid **10-211** (TYPE THIS BID # ON ALL PO'S).

TYPE OF CONTRACT: Term, fixed prices

TERM ON CONTRACT: See dates referenced above

DELIVERY: All prices are FOB - Edinburg, Texas and no additional freight is required, unless noted as an exception.

MINIMUM ORDER: Not applicable.

UNIT PRICES: The unit prices remain firm for the term of this contract. Contact the Purchasing Office immediately if prices change.

ORDERING INFORMATION: Each campus/department are responsible to prepare a requisition/purchase order form using the attached prices and vendor information. Route your prepare purchase orders to the Purchasing Department.

PAYMENT INFORMATION: Payments to the vendor will be made on the District's regular payment schedule.

TERMS: Net 30 days unless otherwise noted.

BUYER: Contact Jacqueline Kingan, Senior Buyer, at 956-289-2311, Ext. 2137 or e-mail j.kingan@ecisd.us, if you have any questions regarding this bid.

VENDOR CONTACTS: Vendor contacts are listed at the end of this contract.

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 10 JACKETS
AWARD JACKETS TERM BID
FOR THE PERIOD 11/01/10 THRU 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
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FINE ARTS DEPARTMENT

200-10-10005-3	3071	MECA SPORTSWEAR INC FINE ARTS DEPARTMENT EDINBURG HIGH SCHOOL AWARD JACKETS WITH 6" LETTER & SERVICE BARS	BID 10-211	54.00/EACH
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JACKET SPECIFICATIONS: Raglan sleeve style, 24 oz wool body with naugalite sleeves, double-welt pocket, trim snap front, mixed knit trim, double byron collar, full lining, SILVER-GREY body lining with quilted lining in the sleeves, knit trim waist and cuffs.

BODY: ROAYL BLUE
SLEEVES: SCARLET Vinyl
POCKET TRIM: SCARLET vinyl pocket trim
SNAPS: ROYAL BLUE
WAISTBAND: SCARLET with WHITE stripes
LETTER: 6" dimensional letter "E" SCARLET chenille on WHITE felt background.
INSERTS: WHITE inserts, INDIV.WRAPPED IN PLASTIC

200-10-10010-3	3071	MECA SPORTSWEAR INC FINE ARTS DEPARTMENT EDINBURG NORTH HIGH SCHOOL AWARD JACKETS WITH 6" LETTER AND SERVICE BARS	BID 10-211	54.00/EACH
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JACKET SPECIFICATIONS: Raglan sleeve style, 24 oz. wool body with naugalite sleeves, double-welt pocket, trim snap front, mixed knit trim, double byron collar, full lining, SILVER-GREY body lining with quilted lining in the sleeves, knit trim waist and cuffs.

BODY: NAVY BLUE
SLEEVES: NAVY BLUE vinyl
POCKET TRIM: NAVY BLUE vinyl
SNAPS: NAVY BLUE
WAISTBAND: YELLOW-GOLD with NAVY BLUE stripes
LETTER: 6" dimensional "E/N" inter-locking YELLOW-GOLD chenille on NAVY BLUE felt background
INSERTS: NAVY BLUE inserts, GAME 5510, INDIV. WRAPPED IN PLASTIC

200-10-10015-2	3071	MECA SPORTSWEAR INC FINE ARTS DEPARTMENT ECONOMEDES HIGH SCHOOL AWARD JACKETS WITH 6" LETTER AND SERVICE BARS	BID 10-211	54.00/EACH
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JACKET SPECIFICATIONS: Raglan sleeve style, 24 oz. wool body with naugalite sleeves, double-welt pocket, trim snap front, mixed knit trim, double byron collar, full lining, SILVER-GREY

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 10 JACKETS
AWARD JACKETS TERM BID
FOR THE PERIOD 11/01/10 THRU 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
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body lining with quilted lining in the sleeves, knit trim waist and cuffs.

BODY: NAVY BLUE
SLEEVES: NAVY BLUE vinyl
POCKET TRIM: NAVY BLUE stripes
SNAPS: NAVY BLUE
WAISTBAND: ORANGE with NAVY BLUE stripes
LETTER: 6" dimensional letter "J/E" interlocking ORANGE chenille on NAVY BLUE felt background
INSERTS: NAVY BLUE, GAME 5510, INDIV. WRAPPED IN PLASTIC

ATHLETIC DEPARTMENT

200-10-20005-1	3071	MECA SPORTSWEAR INC	BID 10-211	54.00/EACH
ATHLETIC DEPARTMENT EDINBURG HIGH SCHOOL AWARD JACKETS WITH 6" LETTER AND SERVICE BARS				

JACKET SPECIFICATIONS: Raglan sleeve style, 24 oz. wool body with naugelite sleeves, double-welt pocket, trim snap front, mixed knit trim, double byron collar, full lining, SILVER-GREY body lining with quilted lining in the sleeves, knit trim waist and cuffs.

BODY: ROYAL BLUE
SLEEVES: SCARLET vinyl
POCKET TRIM: SCARLET vinyl pocket trim
SNAPS: ROYAL BLUE
WAISTBAND: SCARLET with WHITE stripes
LETTER: 6" dimensional letter "E" SCARLET chenille on WHITE felt background.
INSERTS: WHITE inserts, GAME 5510, INDIV. WRAPPED IN PLASTIC

200-10-20006-9	3071	MECA SPORTSWEAR INC	BID 10-211	54.00/EACH
ATHLETIC DEPARTMENT EDINBURG NORTH HIGH SCHOOL AWARD JACKET WITH 6" LETTER AND SERVICE BARS				

JACKET SPECIFICATIONS: Raglan sleeve style, 24 oz wool body with naugelite sleeves, double-welt pocket, trim snap front, mixed knit trim, double byron collar, full lining, Silver-Grey body lining with quilted lining in the sleeves, knit trim waist and cuffs.

BODY: Navy Blue
SLEEVES: Navy Blue vinyl
POCKET TRIM: Navy Blue vinyl
SNAPS: Navy Blue
WAISTBAND: Yellow-Gold with Navy Blue stripes
LETTER: 6" dimensional "E/N" inter-locking Yellow-Gold chenille

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 CONTROL: 10 JACKETS
 AWARD JACKETS TERM BID
 FOR THE PERIOD 11/01/10 THRU 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
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on Navy Blue felt background
 INSERTS: Navy Blue inserts, INDIV. WRAPPED IN PLASTIC

200-10-20007-7	3071	MECA SPORTSWEAR INC ATHLETIC DEPARTMENT ECONOMEDES HIGH SCHOOL	BID 10-211	54.00/EACH
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JACKETS SPECIFICATIONS: Raglan sleeve style, 24 oz. wool body with naugalite sleeves, double-welt pocket, trim snap front, mixed knit trim, double byron collar, full lining, SILVER-GREY body lining with quilted lining in the sleeves, knit trim waist and cuffs.

BODY: NAVY BLUE
 SLEEVES: NAVY BLUE vinyl
 POCKET TRIM: NAVY BLUE stripes
 SNAPS: NAVY BLUE
 WAISTBAND: ORANGE with NAVY BLUE stripes
 LETTER: 6" dimensional letter "J/E" inter-locking ORANGE chenille on NAVY BLUE felt background
 INSERTS: NAVY BLUE inserts, GAME 5510, INDIV.WRAPPED IN PLASTIC

CAREER & TECHNOLOGY DEPARTMENT

200-10-30010-9	3071	MECA SPORTSWEAR INC CAREER & TECHNOLOGY DEPARTMENT EDINBURG HIGH SCHOOL	BID 10-211	54.00/EACH
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JACKET SPECIFICATIONS: Raglan sleeve style, 24 oz. wool body with naugalite sleeves, double-welt pocket, trim snap front, mixed knit trim, double byron collar, full lining, SILVER-GREY body lining with quilted lining in the sleeves, knit trim waist and cuffs.

BODY: ROYAL BLUE
 SLEEVES: SCARLET Vinyl
 POCKET TRIM: SCARLET vinyl pocket trim
 SNAPS: ROYAL BLUE
 WAISTBAND: SCARLET with WHITE stripes
 LETTER: 6" dimensional letter "E" SCARLET chenille on WHITE felt background.
 INSERTS: WHITE inserts, INDIV.WRAPPED IN PLASTIC

200-10-30015-8	3071	MECA SPORTSWEAR INC CAREER & TECHNOLOGY DEPARTMENT EDINBURG NORTH HIGH SCHOOL	BID 10-211	54.00/EACH
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AWARD JACKET WITH 6" LETTER AND SERVICE BARS

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 10 JACKETS
AWARD JACKETS TERM BID
FOR THE PERIOD 11/01/10 THRU 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
---------------	--------	-------------	------------	-----------------

JACKET SPECIFICATIONS: Raglan sleeve style, 24 oz., wool body with naugalite sleeves, double-welt pocket, trim snap front, mixed knit trim, double byron collar, full lining, SILVER-GREY body lining with quilted lining in the sleeves, knit trim waist and cuffs.

BODY: NAVY BLUE
SLEEVES: YELLOW GOLD vinyl
POCKET TRIM: NAVY BLUE vinyl
SNAPS: NAVY BLUE
WAISTBAND: YELLOW-GOLD with NAVY BLUE stripes
LETTER: 6" dimensional "E/N" inter-locking YELLOW-GOLD chenille on NAVY BLUE felt background.
INSERTS: NAVY BLUE inserts, INDIV.WRAPPED IN PLASTIC

200-10-30020-8	3071	MECA SPORTSWEAR INC CAREER & TECHNOLOGY DEPARTMENT ECONOMEDES HIGH SCHOOL AWARD JACKET WITH 6" LETTER AND SERVICE BARS	BID 10-211	54.00/EACH
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JACKET SPECIFICATIONS: Raglan sleeve style, 24 oz. wool body with naugalite sleeves, double-welt pocket, trim snap front, mixed knit trim, double byron collar, full lining, SILVER-GREY body lining with quilted lining in sleeves, knit trim waist and cuffs.

BODY: NAVY BLUE
SLEEVES: ORANGE vinyl
POCKET TRIM: NAVY BLUE stripes
SNAPS: NAVY BLUE
WAISTBAND: ORANGE with NAVY BLUE stripes
LETTER: 6" dimensional letter "J/E" interlocking ORANGE chenille on NAVY BLUE felt background.
INSERTS: NAVY BLUE, INDIV.WRAPPED IN PLASTIC

* * * STUDENT PRICE LIST * * *

200-10-40000-8	3071	MECA SPORTSWEAR INC 6" Full Size Dimensional Letter (additional)	BID 10-211	10.00/EACH
200-10-40005-7	3071	MECA SPORTSWEAR INC Service Bars	BID 10-211	5.00/EACH
200-10-40010-7	3071	MECA SPORTSWEAR INC Sport Insert	BID 10-211	5.00/EACH
200-10-40015-6	3071	MECA SPORTSWEAR INC Name Plate, MECA, EMBROIDERED	BID 10-211	No Charge
200-10-40020-6	3071	MECA SPORTSWEAR INC Additional Bars, SEWN ON 3D LETTER OF JACKET	BID 10-211	5.00/EACH

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 10 JACKETS
AWARD JACKETS TERM BID
FOR THE PERIOD 11/01/10 THRU 10/31/11

PAGE 6

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
200-10-40025-5	3071	MECA SPORTSWEAR INC 1" Name, SEWN ON JACKET, EMBROIDERED	BID 10-211	12.00/EACH
200-10-40030-5	3071	MECA SPORTSWEAR INC Class of Year, SEWN ON JACKET, 4" CHENILLE	BID 10-211	25.00/EACH
200-10-40035-4	3071	MECA SPORTSWEAR INC Activity Patch, SEWN ON JACKET, 4" CHENILLE W/LETTERING INC.	BID 10-211	25.00/EACH
200-10-40040-4	3071	MECA SPORTSWEAR INC Jersey 4" Number, SEWN ON JACKET, CHENILLE	BID 10-211	25.00/EACH
200-10-40045-3	3071	MECA SPORTSWEAR INC 4" Mascot, SEWN ON JACKET, CHENILLE 4"	BID 10-211	25.00/EACH
200-10-40050-3	3071	MECA SPORTSWEAR INC 4" Name on Back, SEWN ON JACKET, EMBROIDERED 4"	BID 10-211	40.00/EACH
200-10-40055-2	3071	MECA SPORTSWEAR INC Straight with Tail, SEWN ON JACKET, CHENILLE PATCH W/TAIL	BID 10-211	40.00/EACH
200-10-40060-2	3071	MECA SPORTSWEAR INC Chenille, SEWN ON JACKET, CHENILLE 4"	BID 10-211	40.00/EACH
200-10-40065-1	3071	MECA SPORTSWEAR INC Chenille with Name and Stars, SEWN ON JACKET, CRAZY LETTERING (STAGGERED)	BID 10-211	60.00/EACH
200-10-40070-1	3071	MECA SPORTSWEAR INC Sleeve Patches, SEWN ON JACKET, CHENILLE 4" W/LETTERING INC.	BID 10-211	25.00/EACH
200-10-40075-0	3071	MECA SPORTSWEAR INC Graduating Year in Collar Tips, SEWN ON JACKET, EMBROIDERED	BID 10-211	5.00/EACH
200-10-40080-0	3071	MECA SPORTSWEAR INC Name on Back of Collar, SEWN ON JACKET, EMBROIDERED	BID 10-211	12.00/EACH
200-10-40085-9	3071	MECA SPORTSWEAR INC Jersey Number with Sport Insert, SEWN ON JACKET, CHENILLE 4" W/2" INSERT	BID 10-211	30.00/EACH
200-10-40090-9	3071	MECA SPORTSWEAR INC Extra Inserts on Letter, SEWN ON LETTER, SWISS	BID 10-211	5.00/EACH

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 10 JACKETS
FOR THE PERIOD 11/01/10 THRU 10/31/11

PAGE 7

VENDOR NO.	CONTRACT/NAME/ADDRESS	VENDOR NO.	CONTRACT/NAME/ADDRESS
3071	BID 10-211 MECA SPORTSWEAR INC 604 WEST SAM HOUSTON PHARR TX 78577 LOLA RODRIGUEZ		956-782-0348

EXHIBIT _____

APPROVAL OF BID 11-16, AIR CONDITIONER FILTER MEDIA, FIRST AND FINAL RENEWAL

Superintendent's Recommendation

That the Board of Trustees approves the recommendation to accept the Air Conditioner Filter Media bid as requested by the Maintenance & Facilities Department as being the most favorable and advantageous to the District.

Rationale

Air conditioner filters are needed for routine maintenance of air conditioner filter replacements. These are used district-wide. New bid includes media for new bond facilities. This will be the first and final renewal for this bid.

The administration sought competitive sealed bids for the above mentioned bid. Bid opening was held at the Administration Office Building on October 22, 2010, at 2:30 P.M.; where seven (7) proposals were received, opened, and read aloud.

User Department

This item was requested by Mr. Robert Saenz, Director of Maintenance & Facilities Department.

Budgetary Information

Award Recommendation: \$34,000.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-51-6319-01-936-299-000	Supplies-Maint/Operations	232,163.00	17,074.53	19,547.34	195,541.13
	TOTALS	232,163.00	17,074.53	19,547.34	195,541.13

Resource Personnel

Dr. René Gutiérrez
Mario H. Salinas
Soledad Schuller

Dr. Rebecca Morrisson
Robert J. Saenz

Sylvia D. Garcia
Amaro Tijerina

Board Policy Reference

This is in accordance with the Board Policy CH (Legal), Purchasing Law Bidding Requirements.

Prepared by:


Robert J. Saenz, Director of Maintenance and Facilities

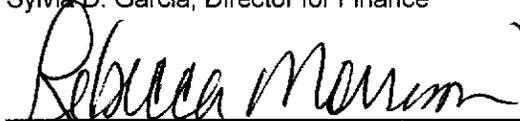
Approved by:


Mario H. Salinas, Asst. Supt. District Administration

Within Budgetary Allocations:


Sylvia D. Garcia, Director for Finance

Approved by:


Dr. Rebecca Morrisson, Asst. Supt. for Finance/Operations

Recommended by:

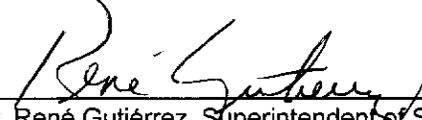

Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____ PAGE(S) _____

10-03-11 10:29 OUT 

**Notes for Bid Tabulation
11-16, Air Conditioner Filter Media, First and Final Renewal
October 25, 2011**

1. **USER DEPARTMENT:** This bid was requested by the Maintenance & Facilities Department. Mr. Robert Saenz will be present to answer any questions regarding this bid.
2. **TYPE OF BID:** This is a term bid beginning November 1, 2011 or soon thereafter and ending December 31, 2012.
3. **BID RENEWAL:** This will be the first and final renewal option for this bid contract.
4. **ORDERING INFORMATION:** Maintenance & Facilities Department will prepare purchase orders on an as needed basis after the Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$34,000.00**
6. **AMENDED BID AWARD RECOMMENDATION:**

AWARDED VENDOR	ESTIMATED AWARD RECOMMENDATION
Joe W. Fly 2810 N. Expwy. 77, Ste. C Harlingen, TX. 78550 Phone: 956-412-3234 Fax: 956-412-7447 Jessica Cortez	34,000.00
ESTIMATED TOTAL AWARD	\$34,000.00

***Awarded to lowest overall vendor.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311
Fax: (956) 883-7687



August 1, 2011

Joe W. Fly
2810 N. Expwy. 77, Ste. C
Harlingen, TX. 78550
Phone: 956-412-3234
Fax: 956-412-7447
Jessica Cortez Dear Herff Jones,

FAX: 956-412-7447

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-16, Air Conditioner Filter Media

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end October 1, 2012. Please see attachment for current pricing.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 or e-mail at s.schuller@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Joe W. Fly Co., Inc.
Company Name

Approved for Renewal:

Edinburg CISD Date

Non-discrimination Statement
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color origen nacional, ni discapacidades dentro de sus programas educacionales.

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 10 A/C MEDIA

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AIR CONDITIONER FILTER MEDIA
11/10/10 through 10/31/11

*****GENERAL CONTRACT INFORMATION*****

Description of contract: AIR CONDITIONER FILTER MEDIA

BID NUMBER: BID 11-16 (TYPE THIS BID # ON ALL PO'S)

TYPE OF CONTRACT: Term fixed prices

TERM ON CONTRACT: See dates referenced above.

DELIVERY: All prices are FOB - Edinburg, Texas and no additional freight is required, unless noted as an exception.

MINIMUM ORDER: Not applicable.

UNIT PRICES: The unit prices remain firm for the term of this contract. Contact the Purchasing Office immediately if prices change.

ORDER INFORMATION: Each campus/department are responsible for preparing a requisition/purchase order form using the attached prices and vendor information. Route your prepare purchase orders to the Purchasing Department.

PAYMENT INFORMATION: Payments to the vendor will be made on the District's regular payment schedule.

TERMS: Net 30 days unless otherwise noted.

BUYER: Contact Soledad Schuller, Buyer, at 956-289-2311 Ext. 2138 or email to s.schuller@ecisd.us .

EXHIBIT _____

**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 10 A/C MEDIA**

**AIR CONDITIONER FILTER MEDIA
11/10/10 through 10/31/11**

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
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1" FILTER MEDIA, PLEATED, TYPE 40 HIGH EFFICIENCY, REINFORCE NON-WOVEN POLYESTER/COTTON FABRIC MEDIA, UL CLASS 2 WITH SUPPORT, FILTER SHALL HAVE A MINIMUM OF 14 PLEATS PER LINEAR FOOT				
031-45-23005-2	194	JOE W. FLY CO. INC.	BID 11-16	0.84/EACH
		1" FILTER MEDIA, 16" X 20" X 1", 100 PER BOX, RFM SSPMS, 14 PF1		
031-45-23015-1	194	JOE W. FLY CO. INC.	BID 11-16	0.89/EACH
		1" FILTER MEDIA, 16" X 25" X 1", 50 PER BOX, RFM, 14 PF		
031-45-23020-1	194	JOE W. FLY CO. INC.	BID 11-16	0.89/EACH
		1" FILTER MEDIA, 20" X 20" X 1", 50 PER BOX, RFM, 14 PF		
031-45-23030-0	194	JOE W. FLY CO. INC.	BID 11-16	0.97/EACH
		1" FILTER MEDIA, 20" X 25" X 1", 50 PER BOX, RFM, 14 PF		
031-45-23035-9	194	JOE W. FLY CO. INC.	BID 11-16	0.99/EACH
		1" FILTER MEDIA, 24" X 24" X 1", 50 PER BOX, RFM, 14 PF		
031-45-23040-9	194	JOE W. FLY CO. INC.	BID 11-16	0.79/EACH
		1" FILTER MEDIA, 16" X 20" X 1"		
031-45-23045-8	194	JOE W. FLY CO. INC.	BID 11-16	0.89/EACH
		1" FILTER MEDIA, 20" X 20" X 1"		
031-45-23050-8	194	JOE W. FLY CO. INC.	BID 11-16	0.94/EACH
		1" FILTER MEDIA, 20" X 25" X 1"		
031-45-23055-7	194	JOE W. FLY CO. INC.	BID 11-16	0.95/EACH
		1" FILTER MEDIA, 20" X 22" X 1"		

2" FILTER MEDIA, PLEATED, TYPE 40 HIGH EFFICIENCY, REINFORCE NON-WOVEN POLYESTER/COTTON FABRIC MEDIA, UL CLASS 2 WITH SUPPORT, FILTER SHALL HAVE A MINIMUM OF 10 PLEATS PER LINEAR FOOT

031-45-25004-3	194	JOE W. FLY CO. INC.	BID 11-16	0.91/EACH
		2" FILTER MEDIA, 16" X 20" X 2", 50 PER BOX, RFM, 10 PF		
031-45-25014-2	194	JOE W. FLY CO. INC.	BID 11-16	1.09/EACH
		2" FILTER MEDIA, 16" X 25" X 2", 50 PER BOX, RFM, 10 PF		
031-45-25019-1	194	JOE W. FLY CO. INC.	BID 11-16	1.09/EACH
		2" FILTER MEDIA, 20" X 20" X 2", 50 PER BOX, RFM, 10 PF		
031-45-25024-1	194	JOE W. FLY CO. INC.	BID 11-16	1.35/EACH
		2" FILTER MEDIA, 20" X 25" X 2", 50 PER BOX, RFM, 10 PF		

EXHIBIT _____

**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
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**AIR CONDITIONER FILTER MEDIA
11/10/10 through 10/31/11**

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
031-45-25031-6	194	JOE W. FLY CO. INC.	BID 11-16	1.40/EACH
		2" FILTER MEDIA, 24" X 24" X 2", 50 PER BOX, RFM, 10 PF		
4" FILTER MEDIA, PLEATED, TYPE 40 HIGH EFFICIENCY, REINFORCE NON-WOVEN POLYESTER/COTTON FABRIC MEDIA, UL CLASS 2 WITH SUPPORT, FILTER SHALL HAVE A MINIMUM OF 8 PLEATS PER LINEAR FOOT				
031-45-27000-9	194	JOE W. FLY CO. INC.	BID 11-16	1.45/EACH
		4" FILTER MEDIA, 16" X 20" X 4", RFM, 10PF, 50 BOX, RFM, 10 PF		
031-45-27001-7	194	JOE W. FLY CO. INC.	BID 11-16	1.65/EACH
		4" FILTER MEDIA, 16" X 25" X 4", 50 PER BOX, RFM, 10 PF		
031-45-27010-8	194	JOE W. FLY CO. INC.	BID 11-16	1.99/EACH
		4" FILTER MEDIA, 20" X 25" X 4", RFM, 10PF, 50 PER BOX, RFM, 10 PF		
031-45-27016-5	194	JOE W. FLY CO. INC.	BID 11-16	2.30/EACH
		4" FILTER MEDIA, 24" X 24" X 4", 50 PER BOX, RFM, 10 PF		
031-45-27019-9	194	JOE W. FLY CO. INC.	BID 11-16	1.29/EACH
		4" FILTER MEDIA, 12" X 24" X 4", 50 PER BOX, RFM, 10 PF		
031-45-27020-7	194	JOE W. FLY CO. INC.	BID 11-16	1.29/EACH
		4" FILTER MEDIA, 12" X 24" X 4"		
031-45-27025-6	194	JOE W. FLY CO. INC.	BID 11-16	2.50/EACH
		4" FILTER MEDIA, 24" X 24" X 4"		
DISPOSABLE PLETED FILTERS WITH CARDBOARD FRAME				
031-45-28010-7	194	JOE W. FLY CO. INC.	BID 11-16	2.65/EACH
		16" X 20" X 2", 12 PER CASE, QUALITY FILTERS, SQP		
031-45-28020-6	194	JOE W. FLY CO. INC.	BID 11-16	3.05/EACH
		20" X 20" X 2"		
031-45-28030-5	194	JOE W. FLY CO. INC.	BID 11-16	2.65/EACH
		12" X 24" X 2"		
031-45-28040-4	194	JOE W. FLY CO. INC.	BID 11-16	3.59/EACH
		24" X 24" X 2"		
031-45-28050-3	194	JOE W. FLY CO. INC.	BID 11-16	3.05/EACH
		16" X 25" X 2"		
031-45-28060-2	194	JOE W. FLY CO. INC.	BID 11-16	3.29/EACH
		20" X 25" X 2"		

EXHIBIT _____

**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
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**AIR CONDITIONER FILTER MEDIA
11/10/10 through 10/31/11**

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
031-45-28090-9	194	JOE W. FLY CO. INC. 20" x 30" x 1"	BID 11-16	3.79/EACH
031-45-28100-6	194	JOE W. FLY CO. INC. 16" x 30" x 1"	BID 11-16	3.79/EACH
031-45-28110-5	194	JOE W. FLY CO. INC. 20" x 24" x 2"	BID 11-16	3.29/EACH

THE FOLLOWING FILTERS ARE FOR SOUTH MIDDLE SCHOOL ONLY THEY ARE TO BE INSTALLED ONCE A MONTH
- PRICE INCLUDES THE INSTALLATION

3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTER, INTERNAL WIRE FRAME TYPE, WITHOUT BORDER, THE PANEL AND LINK FILTERS WILL BE CONSTRUCTED OF MULTI-PLY PRE-CRIMPED, GRADUATED DENIER FIBERS, PERMANENTLY BONDED TOGETHER DURING MANUFACTURING TO PROVIDE PROGRESSIVE FILTRATION, FORTY DENIER FIBERS WITH OPEN COMPACTION ON THE AIR ENTRY SIDE CHANGING TO 15 DENIER FIBERS ON THE DOWN STREAM SIDE TIGHTLY COMPACTED, GRADUATED MEDIA MUST BE MANUFACTURED FROM PRE-CRIMPED, SAW-TOOTHED DACRON FIBERS RANDOMLY WOVEN TO HOLD PRE STRUCTURE EVEN WITH RESISTANCE GROWTH, AIR-LAYED OR UNIFORM WOVEN MEDIA ARE NOT ALLOWED, AT MANUFACTURE THE GRADUATED DENSITY PLYS ARE PERMANENTLY BONDED TOGETHER BY EMPLOYING GARNETS ON A SINGLE LINE - THEREBY PROVIDING A PROGRESSIVE DENSITY PRODUCT IN A SINGLE FABRIC, INDIVIDUAL PLYS LAMINATED TOGETHER ARE NOT ACCEPTABLE, AS MECHANICAL BONDING ADVERSELY AFFECTS AIR FLOW RESISTANCE, AND SHORTENS FILTER LIFE, A NON-MIGRATING WET TACKIFIER MUST BE APPLIED ON THE DOWNSTREAM SIDE OF THE GRADUATED DENSITY MEDIA TO ASSURE FILTER CAKE BUILD UP AND POSITIVE LOADING FROM THE DOWNSTREAM SIDE TO THE AIR ENTRY SIDE, A DOWNSTREAM RANDOM-WOVEN MEDIA PLY MUST BE APPLIED TO INCAPSULATE TACKIFIERS AND FILTER CAKE AND ACT AS A FINAL BARRIER LAYER, NO EXPOSED TACKIFIER ON UPSTREAM OR DOWNSTREAM SIDES OF FILTERS IS ALLOWED EACH PANEL EITHER ALONE OR IN LINK FORM SHALL HAVE AN INNER HARD-DRAWN WIRE FRAME (.135") HEAT SEALED BETWEEN GRADUATED DENSITY AND FINAL PLYS; CROSS BRACES ARE CONSTRUCTED OF .105" HARD-DRAWN WIRE, STRATEGICALLY PLACED HEAT SEALS SHALL BE PLACED IN A PATTERN TO MINIMIZE MEDIA MOVEMENT AND/OR FLUTTER

031-45-30010-3	194	JOE W. FLY CO. INC. 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 4 - 16 x 15 (16" x 60"), RFM, 6130	BID 11-16	9.00/EACH
031-45-30020-2	194	JOE W. FLY CO. INC. 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 4 - 16 x 17 (16" x 68"), RFM, 6130	BID 11-16	10.47/EACH

EXHIBIT _____

AIR CONDITIONER FILTER MEDIA
11/10/10 through 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
031-45-30030-1 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 5 - 16 x 20 (16" x 100"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	13.29/EACH
031-45-30040-0 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 4 - 16 x 23 (16" x 92"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	13.95/EACH
031-45-30060-8 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 7 - 20 x 16 (20" x 112"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	17.00/EACH
031-45-30070-7 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 4 - 20 x 20 (20" x 80"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	13.75/EACH
031-45-30090-5 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 3 - 20 x 25 (20" x 75"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	12.25/EACH
031-45-30100-2 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 5 - 20 x 26 (20" x 130"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	19.59/EACH
031-45-30120-0 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 2 - 24 x 25 (24" x 50"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	10.75/EACH
031-45-30130-9 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 4 - 25 x 17(25" x 68"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	13.75/EACH
031-45-30140-8 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 3 - 25 x 18 (25" x 54"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	11.75/EACH
031-45-30150-7 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 2 - 25 x 25 (25" x 50"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	10.00/EACH
031-45-30160-6 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 2 - 25 x 31 (25" x 62'), RFM, 61302	194	JOE W. FLY CO. INC.	BID 11-16	11.75/EACH
031-45-30170-5 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 4 - 25 x 32 (25" x 72"), RFM, 6130	194	JOE W. FLY CO. INC.	BID 11-16	15.25/EACH
031-45-30200-0 3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTER, 14" X 30" X 1"	194	JOE W. FLY CO. INC.	BID 11-16	6.00/EACH

EXHIBIT _____

AIR CONDITIONER FILTER MEDIA
11/10/10 through 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
031-45-30203-4	194	JOE W. FLY CO. INC.	BID 11-16	8.00/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 14" X 50" X 1"		
031-45-30205-9	194	JOE W. FLY CO. INC.	BID 11-16	8.00/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 15" X 50" X 1"		
031-45-30210-9	194	JOE W. FLY CO. INC.	BID 11-16	5.99/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTER, 16" X 40" X 1"		
031-45-30220-8	194	JOE W. FLY CO. INC.	BID 11-16	5.99/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 16" X 44" X 1"		
031-45-30230-7	194	JOE W. FLY CO. INC.	BID 11-16	6.99/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 16" X 48" X 1"		
031-45-30240-6	194	JOE W. FLY CO. INC.	BID 11-16	16.60/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 16" X 125" X 1"		
031-45-30250-5	194	JOE W. FLY CO. INC.	BID 11-16	3.70/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 20" X 24" X 1"		
031-45-30260-4	194	JOE W. FLY CO. INC.	BID 11-16	3.99/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 20" X 25" X 1"		
031-45-30270-3	194	JOE W. FLY CO. INC.	BID 11-16	7.50/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 20" X 40" X 1", RFM, 6130		
031-45-30280-2	194	JOE W. FLY CO. INC.	BID 11-16	8.20/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 20" X 50" X 1"		
031-45-30290-1	194	JOE W. FLY CO. INC.	BID 11-16	11.95/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 20" X 72" X 1"		
031-45-30300-8	194	JOE W. FLY CO. INC.	BID 11-16	13.95/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 20" X 100" X 1"		
031-45-30310-7	194	JOE W. FLY CO. INC.	BID 11-16	4.40/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 24" X 24" X 1"		

EXHIBIT _____

AIR CONDITIONER FILTER MEDIA
11/10/10 through 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
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031-45-30320-6	194	JOE W. FLY CO. INC.	BID 11-16	7.99/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 24" X 36" X 1"		
031-45-30330-5	194	JOE W. FLY CO. INC.	BID 11-16	8.75/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 24" X 48" X 1"		
031-45-30335-4	194	JOE W. FLY CO. INC.	BID 11-16	9.25/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 25" X 48" X 1"		
031-45-30340-4	194	JOE W. FLY CO. INC.	BID 11-16	11.25/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 25" X 68" X 1"		
031-45-30350-3	194	JOE W. FLY CO. INC.	BID 11-16	10.49/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 25" X 52" X 1"		
031-45-30360-2	194	JOE W. FLY CO. INC.	BID 11-16	15.65/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 25" X 80" X 1"		
031-45-30370-1	194	JOE W. FLY CO. INC.	BID 11-16	7.75/EACH
		3 PLY, 15/40 LINK, DISPOSABLE PANEL AND LINK AIR FILTERS, 20" X 48" X 1"		

EXHIBIT _____

**AIR CONDITIONER FILTER MEDIA
11/10/10 through 10/31/11**

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
FILTERS FOR SOUTH MIDDLE SCHOOL ONLY - THEY ARE TO BE INSTALLED ONCE A MONTH - PRICE INCLUDES INSTALLATION 3 PLY LINK PANEL, DISPOSABLE PLETED FILTER WITHOUT FRAME				
031-45-35010-8	194	JOE W. FLY CO. INC. 16" X 20"	BID 11-16	2.50/EACH
031-45-35020-7	194	JOE W. FLY CO. INC. 20" X 20"	BID 11-16	2.61/EACH
031-45-35030-6	194	JOE W. FLY CO. INC. 20" X 75"	BID 11-16	4.42/EACH
031-45-35040-5	194	JOE W. FLY CO. INC. 20" X 80"	BID 11-16	4.42/EACH
031-45-35050-4	194	JOE W. FLY CO. INC. 24" X 50"	BID 11-16	3.48/EACH
031-45-35060-3	194	JOE W. FLY CO. INC. 25" X 75"	BID 11-16	3.99/EACH

**FILTERS FOR SOUTH MIDDLE SCHOOLS KITCHEN - THEY ARE TO BE REPLACED ONCE A
YEAR. PRICE INCLUDES THE INSTALLATION**

031-45-40010-1	194	JOE W. FLY CO. INC. TRI-CELL 90, METAL FRAME NO HEADER, Box filter 20" X 24" X 12", 1 PER BOX, QUALITY FILTER, 1-CELL NO HEADER	BID 11-16	54.00/EACH
031-45-40020-0	194	JOE W. FLY CO. INC. TRI-CELL 90, METAL FRAME NO HEADER, Box filter 24" X 24" X 12" FILTER MEDIA DUAL POLYESTER	BID 11-16	58.00/EACH
031-45-50005-8	194	JOE W. FLY CO. INC. FILTER MEDIA, DUAL PLY POLYESTER, 20" X 90' X 1", true MERV 8 as per ASHRAE 52.2 standards, 1 roll per bag, in plastic bag.	BID 11-16	49.99/ROLL
031-45-50010-8	194	JOE W. FLY CO. INC. FILTER MEDIA, DUAL PLY POLYESTER, 20" X 90' X 2", true MERV 8 as per ASHRAE 52.2 STANDARDS, 1 roll per bag, in plastic bag.	BID 11-16	56.00/ROLL
031-45-50015-7	194	JOE W. FLY CO. INC. FILTER MEDIA, DUAL PLY, POLYESTER, 25" X 90' X 1", true MERV 8 as per ASHRAE 52.2 standards, 1 roll per bag, in plastic bag.	BID 11-16	61.89/ROLL
031-45-50020-7	194	JOE W. FLY CO. INC. FILTER MEDIA, DUAL PLY, POLYESTER, 25" X 90' X 2", tru MERV 8 as per ASHRAE 52.2 standards, 1 roll per bag, in plastic bag.	BID 11-16	69.99/ROLL

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
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AIR CONDITIONER FILTER MEDIA
11/10/10 through 10/31/11

VENDOR

NO. CONTRACT/NAME/ADDRESS

194 BID 11-16
JOE W. FLY CO. INC.
2810 N EXPWY 77, SUITE C
HARLINGEN TX 78550
JESSICA CORTEZ 888-756-3359

EXHIBIT _____

11-16, AIR CONDITIONER FILTER MEDIA

180 74-1986477
 AIR FILTER CO
 301 NORTH MCCOLL
 SPACE F
 MCALLEN, TX 78501

181
 AIR FILTER SALES/SERVICE
 P.O. BOX 4142
 CORPUS CHRISTI, TX 78496

1429 742609927
 AIR FLO FILTER
 820 E. WHITEWING
 MCALLEN, TX 78501

3150 17601555182
 B & B TECHNOLOGY INC
 8282 WARREN ROAD
 HOUSTON, TX 77040

558 15102876545
 BAKER DISTRIBUTING
 517 CEDAR AVENUE
 BUILDING A
 MCALLEN, TX 78501

183 463-56-5217
 BEARD & ASSOCIATES
 710 BUFFALO - SUITE 312B
 ALL #'S DISCONNECTED**
 CORPUS CHRISTI, TX 78401

582
 CARRIER ENTERPRISE
 3000 N. HIBISCUS
 PHARR, TX 78577

4794 06-1519509
 CARRIER SOUTH TEXAS
 12625 WETMORE RD
 SUITE 118
 SAN ANTONIO, TX 78247-3609

9089
 CAS COMPANIES
 5402 S. EXPRESSWAY 83
 HARLINGEN, TX 78552

5675 74-2673843
 COLAIR, INC
 P.O. BOX 1169
 MISSION, TX 78573-0019

4255 1-7601840196
 COMFORT SUPPLY INC
 320 E. CEDAR
 SUITE B
 MCALLEN, TX 78501

3489 74-1601537
 DAN'S REFRIGERATION SERVICE
 P.O. BOX 795
 PHARR, TX 78577

165 1-74-1972120-8
 DEALERS ELECTRICAL SUPPLY
 1401 EST UPAS
 MCALLEN, TX 78501

5095 74-2319961
 DIRTY DUCTS
 817 S. ALAMO RD
 ALAMO, TX 78516

2503 23-2069757
 EDMONT PRECISION REBUILDERS
 207 CARTER DR.
 WEST CHESTER, PA 19382

1582 742530917
 ELHARD AIR CONDITIONING & ELEC
 1902 ANN STREET
 EDINBURG, TX 78539

190 76-0253120
 FILTER TECHNOLOGY COMPANY
 304 ALVARADO ST
 ALTON, TX 78573

3470 74-1986477
 FILTERS FIRST DBA AIR FILTER
 410 W. JACKSON
 HARLINGEN, TX 78550

991 75-2516842
 FMW DISTRIBUTORS INC
 58 BROOKGREEN CIRCLE S.
 MONTGOMERY, TX 77356

468 13611502801
 GRAINGER
 921 EAST PECAN BLVD
 MCALLEN, TX 78501

4007 1-36-115-0280
 GRAINGER
 7950 RESEARCH BLVD
 AUSTIN, TX 78758-8425

192 742488118
 GULF COAST BEARING & SUPPLY
 804 MOZELLE AVENUE
 PHARR, TX 78577

11-16, AIR CONDITIONER FILTER MEDIA

193 1-74-2319961-5
HESS AIR INC
P O BOX 910
1/2 MI S ALAMO ROAD
ALAMO, TX 78516

1475 14104150108
HONEYWELL INC
506 SANDAU STE 250
SAN ANTONIO, TX 78216-3657

947 17413259460
INSCO DISTRIBUTING, INC
1321 E TAMARACK
MCALLEN, TX 78501

194 75-1374029-4
JOE W. FLY CO. INC.
2810 N EXPWY 77
SUITE C
HARLINGEN, TX 78550

2763 1-74-2763168-8
JOHNSTONE SUPPLY
3107 N. SUGAR RD
PHARR, TX 78577

8574 42-0377110
LENNOX INDUSTRIES
9715 BENT OAK DRIVE
HOUSTON, TX 77040

157
MCCLELLAND ELECTRIC
2522 W FREDDY GONZALEZ
EDINBURG, TX 78539

476 74-19186931
OSMENTS APPLIANCE CENTER
P O BOX 5718
708 NOLANA LOOP
MCALLEN, TX 78502

7795 20-1818328
PERMANENT FILTER COMPANY LLC
2200 WEST ST. MARY BLVD.
LAFAYETTE, LA 70506

8376 41-2225913
PREMIER FILTRATION SERVICE
727 E. HWY. 83
WESLACO, TX 78596

196 465-62-0450
RIO FILTER SUPPLY COMPANY
210 N. EYE STREET
HARLINGEN, TX 78550

79 74-1709573
ROYAL CARPET & SERVICE
618 W. FERGUSON ST.
PHARR, TX 78577

557 74-1163372
TEXAIR COMPANY INC
2201 WEST EXPWY
MCALLEN, TX 78503

1196 741976051
TEXAS INDUSTRIES F/T BLIND & H
300 E. HIGHLAND MALL BLVD
SUITE 302
AUSTIN, TX 78752

1230 25-0900465
TRANE COMPANY
9535 BALL STREET, STE #1100
SAN ANTONIO, TX 78217

1000 74-2489949
VALLEY AIR PURIFICATION
1400 N. WARE ROAD
MCALLEN, TX 78501

4187 74-2641526
WARD SYSTEMS & SERVICES INC
2121 CEE GEE
SAN ANTONIO, TX 78217

Vendors Printed: 39

APPROVAL OF BID 11-31, FENCE SUPPLIES, FIRST AND FINAL RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the Bid for Fence Supplies, which is indicated in the attached bid tabulation as being the most favorable and advantageous to the District.

Rationale

This bid has a final year renewal option. The Maintenance Department and the awarded vendors have agreed in writing to continue this bid for an additional year at no increase in cost. Administration sought competitive sealed bids for Fence Supplies. Bid opening was held at the Business Office Building on October 25, 2010, at 3:00 P.M., where six (6) proposals were opened. This bid is to purchase fencing supplies for repairs and new installations for safety and security measures district wide.

User Department

This bid will be used by Maintenance and Facilities Department.

Budgetary Information

Estimated Award Recommendation \$49,311.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-51-6319-XX-936-2XX-XXX	Supply-Maint/Operations	1,917,375.00	315,956.37	90,057.02	1,511,361.61
TOTAL		1,917,375.00	315,956.37	90,057.02	1,511,361.61

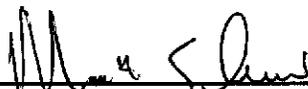
Resource Personnel

Dr. René Gutiérrez	Dr. Rebecca Morrison	Sylvia D. Garcia
Mario H. Salinas	Robert J. Saenz	Amaro Tijerina
Soledad Schuller		

Board Policy Reference

This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: 
Robert J. Saenz, Director of Maintenance/Facilities

Approved by: 
Mario H. Salinas, Asst. Supt. for District Admin.

Within Budgetary Allocations: 
Sylvia D. Garcia, Director of Finance

Approved by: 
Dr. Rebecca Morrison, Asst. Supt. for Finance/Ops.

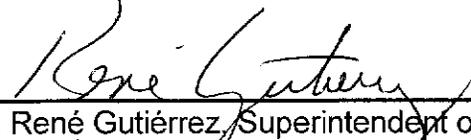
Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____ PAGE(S) _____

Notes for Bid Tabulation
Bid 11-31, Fence Supplies First and Final Renewal
October 25, 2011

1. **USER DEPARTMENT:** This bid was requested by the Director of Maintenance and Facilities. Mr. Robert J. Saenz will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract beginning November 1, 2011 or soon thereafter and ending October 31, 2012. This will be the last renewal for this contract.
3. **BID EVALUATION:** This bid was evaluated by Mr. Robert J. Saenz, Director of Maintenance and Facilities. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Maintenance Department will prepare the purchase orders on an as needed basis following Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$35,000.00**
6. **TOTAL AWARD RECOMMENDATION:**

VENDORS	ESTIMATED AWARD RECOMMENDATION
Central Fence & Supply, LTD. 504 E. Ferguson Pharr, TX 78577 Contact: Celia Sandoval PH: 956-783-7959 or 956-783-6231 FAX: 956-787-4311	\$49,311.00
ESTIMATED AWARD RECOMMENDATION	\$49,311.00



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311
Fax: (956) 383-7687



August 1, 2011

Central Fence & Supply, LTD
504 E. Ferguson
Pharr, TX 78577
Attn: Celia Sandoval Gregory

FAX: 956-787-4311

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-31, FENCE SUPPLIES RENEWAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end October 1, 2012. Please see attachment for current pricing.

We are interested in knowing whether your company will extend this contract for an additional contract period. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 or e-mail at s.schuller@ecisd.us if you have any questions regarding this contract.

YES: , per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Central Fence & Supply, Ltd.
Company Name

Approved for Renewal:

Edinburg CISD Date

Non-discrimination Statement:
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color origen nacional, ni discapacidades dentro de sus programas educacionales.

FENCE SUPPLIES
FOR THE PERIOD 11/15/10 THRU 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
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******* GENERAL CONTRACT INFORMATION *******

DESCRIPTION OF CONTRACT: FENCE SUPPLIES

BID NUMBER: Bid 11-31 (TYPE THIS BID # ON ALL PO'S).

TYPE OF CONTRACT: Term, fixed prices

TERM ON CONTRACT: See dates referenced above

DELIVERY: All prices are FOB - Edinburg, Texas and no additional freight is required, unless noted as an exception.

MINIMUM ORDER: Not applicable.

UNIT PRICES: The unit prices remain firm for the term of this contract. Contact the Purchasing Office immediately if prices change.

ORDERING INFORMATION: Each campus/department are responsible to prepare a requisition/purchase order form using the attached prices and vendor information. Route your prepare purchase orders to the Purchasing Department.

PAYMENT INFORMATION: Payments to the vendor will be made on the District's regular payment schedule.

TERMS: Net 30 days unless otherwise noted.

BUYER: Contact Jacqueline Kingan, Senior Buyer, at 956-289-2311, Ext. 2137 or e-mail to j.kingan@ecisd.us

VENDOR CONTACTS: Vendor contacts are listed at the end of this contracts.

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 11 FENCE
FENCE SUPPLIES
FOR THE PERIOD 11/15/10 THRU 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
330-13-10010-3	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	140.00/ROLL
		CHAIN LINK, 6 ft. fabric, 9 gauge, 2" mesh, hot dip galvanized chain link fabric, MASTER HALCO, 50' ROLL		
330-13-10020-2	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	93.50/ROLL
		CHAIN LINK, 4 ft. fabric, 9 gauge, 2" mesh, hot dip galvanized chain link fabric, MASTER HALCO, 50' ROLL		
330-13-10035-0	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	234.00/ROLL
		CHAIN LINK, 10 ft. fabric, 9 gauge, 2" mesh, hot dipped galvanized chain link fabric, MASTER HALCO, 50' ROLL		
330-13-10040-0	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	280.00/ROLL
		CHAIN LINK, 12 ft fabric 2" mesh chain link hot dip galvanized, MASTER HALCO, 50' ROLL		
330-13-10100-2	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	11.00/EACH
		LINE POST, industrial fence pip, line posts, 2" SS 20 industrial fence pipe, 8 ft. long, MASTER HALCO		
330-13-10110-1	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	8.28/EACH
		LINE POSTS, industrial fence pipe, 2" SS 20 industrial fence pipe, 6 ft long, MASTER HALCO		
330-13-10120-0	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	22.00/EACH
		TOP RAIL, industrial fence pipe, 1-5/8" SS 20, 21 ft long, MASTER HALCO		
330-13-10122-6	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	34.00/EACH
		TOP RAIL, industrial fence pipe, 1-5/8", SS40, 21 ft long, MASTER HALCO, 61 BDLE OR EACH		
330-13-10130-9	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	38.00/EACH
		END POSTS, 3" SS 40, 10 ft long, MASTER HALCO		
330-13-10131-7	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	38.00/EACH
		END POST, 3" X 10' SCH-40 #13111D, MASTER HALCO		
330-13-10132-5	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	25.50/EACH
		END POST, 2-3/8" X 10' SCH-40 #14668D, MASTER HALCO		
330-13-10141-6	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	22.00/EACH
		END POST, 2-3/8" X 8' 6" SCH-40 END POST #146655D, MASTER HALCO		
330-13-10150-7	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	2.15/EACH
		TENSION BARS, 3/4" x 6' full length #4005, OVERSEAS DIST., 25/BNDL		
330-13-10160-6	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	1.50/EACH
		TENSION BARS, 3/4" x 4' full length #4003, OVERSEAS DIST., 25/BNDL		

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 11 FENCE
FENCE SUPPLIES
FOR THE PERIOD 11/15/10 THRU 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
330-13-10170-5	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.85/EACH
		DOME CAPS, 3" pressed steel #2454, OVERSEAS DIST., 50/BG		
330-13-10180-4	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.65/EACH
		DOME CAPS, 2-3/8" pressed steel #6204, OVERSEAS DIST., 50/BD		
330-13-10190-3	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.60/EACH
		TENSION BANDS, 3", 1" x 11 ga., heavy bands #2294, OVERSEAS DIST., 100/BG		
330-13-10191-1	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.55/EACH
		TENSION BAND, 2-3/8" X 1" X 1/8 TENSION BAND #2293, OVERSEAS DIST., 100/BG		
330-13-10200-0	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.65/EACH
		BRACE BANDS, 3", 1" x 11 ga., heavy bands #2304, OVERSEAS DIST., 100/BG or EACH		
330-13-10201-8	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.60/EACH
		BRACE BANDS, 2-3/8" X 1" X 1/8 BRACE BANDS #2303, OVERSEAS DIST., 100/BG or EACH		
330-13-10202-6	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.40/EACH
		TENSION BANDS - 1-5/8" X 3/4" X 14 GA., OVERSEAS DIST., 100/BG		
330-13-10220-8	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.65/EACH
		RAIL ENDS, 1-5/8" rail end offset, pressed steel #2172, OVERSEAS DIST., 100/BG		
330-13-10240-6	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.65/EACH
		LOOP CAPS, 2" X 1-5/8" pressed steel loop caps #2417, OVERSEAS DIST., 50/BG		
330-13-10270-3	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	3.25/EACH
		GATE FITTINGS, 1-5/8" gate corners industrial, pressed steel #2146, OVERSEAS DIST, 20/BG		
330-13-10280-2	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	21.00/EACH
		6" GATE WHEELS, 12" wide double wheel assembly #16216, OVERSEAS DIST., 10/BG		
330-13-10285-1	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	11.00/EACH
		SWING GATE WHEEL # 16213 FRAME 1-5/8", OVERSEAS DIST., 10/BG		
330-13-10310-7	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	5.50/EACH
		INDUSTRIAL HINGES, 2-3/8", 180 degrees industrial hinges, pressed steel #2402, OVERSEAS DIST., 10/BG		
330-13-10320-6	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	5.50/EACH
		INDUSTRIAL HINGES, 3", 180 degrees industrial hinges, pressed steel #2403, OVERSEAS DIST., 20/BG		

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 11 FENCE
FENCE SUPPLIES
FOR THE PERIOD 11/15/10 THRU 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
330-13-10360-2	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	51.00/EACH
		KIT, SAFETY IND. KIT (COMPLETE KIT) #16206, OVERSEAS DIST., 1/BG		
330-13-10365-1	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	51.00/EACH
		ROLLING GATE KIT # 16206 SAFETY INDUSTRIAL KIT, 000, OVERSEAS DIST., 1/BG		
330-13-10370-1	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	1.25/EACH
		HINGES, 2-3/8" MALE HINGE #2066, OVERSEAS DIST., 100/BG		
330-13-10375-0	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	51.00/KIT
		ROLLING GATE KIT #16206, OVERSEAS DIST., 1/BG		
330-13-10380-0	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	1.00/EACH
		HINGES, 1-5/8" FEMALE HINGE #2072, OVERSEAS DIST., 100/BG		
330-13-10385-9	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	15.00/POST
		TERMINAL POST 2-3/8" X 6' SCH 40 , FOREIGN, PRICE/EACH		
330-13-10390-9	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.60/EA
		SLEEVE 1-5/8", OVERSEAS DIST., 100/BG		
330-13-10400-6	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	120.00/CASE
		HOG RINGS, 9 GA STEEL HOG RINGS 50#/CASE #8121, OVERSEAS DIST., 5 BOXES=50# CASE		
330-13-10405-5	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.45/CAP
		ACORN CAP 2-3/8" ALUMINUM, OVERSEAS DIST., 100/BG		
330-13-10410-5	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	5.10/BAG
		TIE WIRE, 9 GAUGE, 8-1/4", #16 TIE WIRE, ALUMINUM #8011, 100 TIES PER BAG, MASTER HALCO, 100/BG		
330-13-10415-4	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	2.10/BASE
		BASE & ARM 2" X 1-5/8", OVERSEAS DIST., 25/BG		
330-13-10420-4	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	82.00/ROLL
		TENSION WIRE, 9 GA #8208, 1,700' per roll, 100 lb roll, OVERSEAS DIST., 1 ROLL		
330-13-10425-3	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	17.50/EACH
		END POST, SS40 2-3/8" X 6'6", MASTER HALCO		
330-13-10430-3	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	187.00/FENC
		8' CHAIN LINK FABRIC FENCE , MASTER HALCO, 50' ROLL		
330-13-10435-2	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	3.00/BARS
		8' TENSION BARS, OVERSEAS DIST., 25/BDL		
330-13-10440-2	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	58.00/PIPE
		2-3/8 X 24' SCH 40 GALV. PIPE, FOREIGN, 26/BDLE OR EACH		

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTROL: 11 FENCE
FENCE SUPPLIES
FOR THE PERIOD 11/15/10 THRU 10/31/11

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
330-13-10445-1	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	29.00/EA
		END POST, 2-3/8" X 12', SCH 40 , FOREIGN		
330-13-10450-1	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	6.00/BG
		BOX HINGES, 2-3/8" X 1-5/8", MASTER HALCO, 10/BG		
330-13-10455-0	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	3.00/BDLE
		TENSION BARS, 3/4" X 8', FULL LENGTH , OVERSEAS DIST., 25/BDLE		
330-13-10460-0	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	3.60/BDLE
		TENSION BARS, 3/4" X 10', FULL LENGTH , OVERSEAS DIST., 25/BDL		
330-13-10465-9	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	4.30/DBLE
		TENSION BARS, 3/4" X 12', FULL LENGTH , OVERSEAS DIST., 25/BDL		
330-13-10470-9	850	CENTRAL FENCE & SUPPLY CO	BID 11-31	0.80/BAG
		LOOP CAPS, 2-3/8" X 1-5/8 PRESSED STEEL LOOP CAPS , OVERSEAS DIST., 100/BG		

RATIFICATION OF BOARD ACTION DATED SEPTEMBER 28, 2009 AMENDING LIMIT TO CH (LOCAL) THRESHOLD FROM \$25,000 TO \$50,000 FOR PURCHASING ACQUISITIONS

Superintendent's Recommendation

That the Board of Trustees approves ratification of board action dated September 28, 2009 to CH (Local) threshold from \$25,000 to \$50,000 for purchasing acquisitions.

Rationale

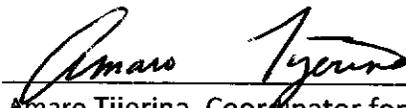
Although the policy was adopted by board action on September 28, 2009, it had not been presented for a second reading. This item is presented for ratification and second reading in accordance with Board Policy BF (Local).

Resource Personnel

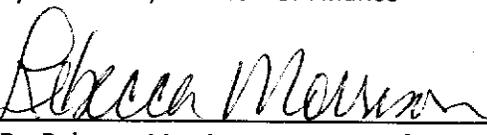
Dr. René Gutiérrez	Amaro Tijerina
Dr. Rebecca Morrison	Claudina E. Longoria
Sylvia Garcia	

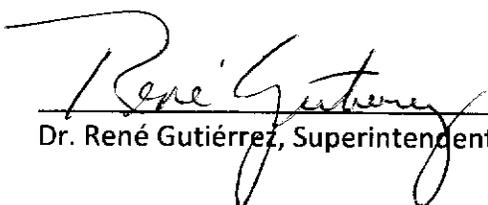
Board Policy Reference

This is in accordance with Board Policy, CH, Purchasing Acquisition and BF (Local) Board Policy.

Prepared by: 
Amaro Tijerina, Coordinator for Purchasing

Within Budgetary Allocation: 
Sylvia Garcia, Director for Finance

Approved by: 
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

PURCHASING AND ACQUISITION

CH
(LOCAL)

PURCHASING AUTHORITY	The Board delegates to the Superintendent or designee the authority to determine the method of purchasing, in accordance with CH (LEGAL), and to make budgeted purchases. However, any purchase that costs or aggregates to a cost of \$25,000 \$50,000 or more shall require Board approval before a transaction may take place.
DELINQUENT TAXES	The District shall not do business with any individual or company that is delinquent in the payment of their school taxes.
EMERGENCY PURCHASING	Expenditures that may be classified as emergency in nature are those that are justifiably needed to meet a specific need, utilizing funds that have been budgeted but deviating from the identified needs during initial planning. Such emergency purchasing may require modifying the approved procedure when time does not permit it, and may only be authorized by the Superintendent or the assistant superintendent for finance in the absence of the Superintendent.
COMPETITIVE BIDDING	<p>If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be submitted in sealed envelopes, plainly marked with the name of the bidder and the time of opening. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids.</p>
COMPETITIVE SEALED PROPOSALS	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposer and the time of opening. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time for opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals.</p>
RESPONSIBILITY FOR DEBTS	The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted Board policy and current administrative procedures. The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; per-

DATE ISSUED: 3/20/2007
LDU 2007.01
CH(LOCAL)-X

1 of 6

EXHIBIT _____

PURCHASING AND ACQUISITION

CH
(LOCAL)

sons making unauthorized purchases shall assume full responsibility for all such debts.

PURCHASE
COMMITMENTS

All purchase commitments shall be made by the Superintendent or designee on a properly drawn and issued purchase order, in accordance with administrative procedures.

INTERLOCAL
AGREEMENTS

The Board authorizes the Superintendent on the Board's behalf to enter into interlocal agreements in accordance with Government Code Chapter 791 when:

1. The District determines that the interlocal agreement will increase efficiency and effectiveness of the District;
2. In the case where the interlocal agreement permits the District to enter into a purchasing contract offered through a cooperative purchasing program authorized by Local Government Code Chapter 271, the interlocal agreement will result in a purchase contract providing the best value to the District; or
3. Other local governments, including other school districts, desire the District to provide services to the local government because of the District's equipment, knowledge or expertise when:
 - a. By providing this service to the local government, the District is fairly compensated,
 - b. The District benefits by performing the service, and
 - c. Expenditures by the District are included within the current District budget.

Interlocal agreements entered into by the Superintendent shall be presented to the Board as necessary for ratification and approval.

VENDORS LIST

For the purpose of obtaining bids or proposals on supplies, materials, equipment, and services, there shall be developed and maintained within the school administrative offices a vendors list. The list shall be composed of presently known vendors and, in addition, those who shall subsequently request listing or shall be solicited for listing. Any prospective vendor who does not respond to a request to bid or propose for a period of two consecutive years may be deleted from the list. Any and all bidders and proposers who fail to deliver or to comply with any of the terms, specifications, or requirements may be deleted from the vendors list for a period of two years.

Prior to the date of issue of specifications and requests for bids or proposals on supplies, materials, and equipment, vendors affected may be notified of the date of issue and availability of such speci-

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EXHIBIT _____

PURCHASING AND ACQUISITION

CH
(LOCAL)

- cations and may be advised to make requests for copies at the District's purchasing offices.
- BIDS AND PROPOSALS UNDER \$10,000** The director of purchasing may require that quotations be obtained prior to approving a purchase when it appears that a substantial savings can be realized.
- EMPLOYEE CONFLICT OF INTEREST** Purchase of services or equipment from a business owned in whole or in part by a District employee shall not be permitted.
- Purchase of services or equipment from a business owned in whole or in part by a person related to a District employee by blood (consanguinity) or by marriage (affinity) that results in the District employee receiving compensation directly or indirectly shall be permitted only when:
4. The District employee does not exercise discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions related to the services or equipment supplied by the business, in which case the business shall not be permitted to sell services or equipment to the District employee's department and department affiliates or campus and campus feeder pattern, as applicable, for as long as the employee continues in the department or campus position;
 5. The business transaction has been approved by the Superintendent; and
 6. The purchase of services or equipment has been contracted through a documented competitive process.
- COMPETITIVE PROCUREMENT REQUIREMENTS** The following provisions shall apply to purchasing supplies, equipment, and services:
7. Aggregate purchases of a particular category of related items or services must be submitted to a competitive procurement process when the aggregate purchase will total \$10,000 or more over a 12-month period. Purchases of this magnitude must be processed by the purchasing office since the entire District's purchases of a category of related items or services are considered in determining the competitive process to be used.
 8. Contracts for the purchase of items from state contracts may be made without securing Board approval.

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PURCHASING AND ACQUISITION

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(LOCAL)

WITHDRAWAL
AND LATE BIDS
OR PROPOSALS

Any bid or proposal may be withdrawn by the vendor prior to the scheduled deadline for submission. Any request by a bidder or proposer to withdraw a bid or proposal must be in person or in writing and must be submitted to the District office that issued the solicitation. Any bid or proposal that is received after the time specified shall not be considered and may be returned unopened to the vendor. Any bidder or proposer who has been extended the privilege of withdrawing a bid or proposal after the scheduled deadline for submission shall not be invited to submit a bid or proposal on similar items for a period of one year.

VENDOR CONTACT
WITH BOARD
MEMBERS

Persons doing business with the District shall refrain from contacting individual members of the Board regarding any aspect of the business. Communication with the Board regarding any aspect of the business shall be in writing and addressed to all Board members.

Individual Board members who are contacted by persons regarding their commercial business matters with the District shall refer such persons to the office of the Superintendent of Schools for administrative response.

Any person or entity in violation of this policy may have a pending bid or proposal rejected, be excluded or barred from receiving future contracts and/or have an existing contract canceled. [See BBFA, CH, and CHE for (LOCAL) policies and (REGULATIONS)]

VENDOR OFFERS
TO INSTRUCTIONAL
/ SUPPORT PER-
SONNEL

Vendors are prohibited from offering gifts or favors that could influence, or that could be construed to influence, purchases utilizing District funds. Employees shall refuse any such offers and report such offers to their principal or department head. The principal or department head shall immediately report any such incidents to the purchasing department. [See (LOCAL) policies at DBD and CHE]

INSTRUCTIONAL
SERVICES AP-
PROVAL

No campus or department may initiate any transaction for any goods, services, or technology, including pilot programs, relating to the instructional process, including, but not limited to, supplemental programs, speakers, professional services and resources (other than state-adopted materials), unless approved by the Superintendent of Schools or designee for curriculum and instruction for alignment with the District's curriculum standards as stated in the current Board-adopted District Improvement Plan or its successor document.

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EXHIBIT _____

PURCHASING AND ACQUISITION

CH
(LOCAL)

TECHNOLOGY SERVICES APPROVAL	No campus or department may initiate any transaction for any goods, services, or equipment, including pilot programs, relating to the technology program of the District, including, but not limited to, software, professional services, networks, hardware, programmers, and service personnel, unless approved by the Superintendent of Schools or designee for technology, for compatibility and compliance with the District Technology Plan as stated in the current Board-adopted District Improvement Plan or its successor document.
BOARD APPROVAL	The Board requires that all transactions and/or contracts in that value of \$50,000 or greater, singly, or in aggregate per fiscal year, be approved by the Board.
SOLE SOURCE ITEMS	Items considered to be available only from one source by Texas Education Code 44.031 may be required to have further documentation by a requesting department including advice from legal counsel prior to issuing a commitment to purchase. The Superintendent of Schools or designee may determine if competition is being restricted and direct necessary changes when complying with educational specifications and guides: as example but not limitation, where performance criteria is indicated for an item by listing a single brand or manufacturer.
AUTHORIZED TRANSACTIONS	A transaction is considered authorized if a valid purchase order, check request, electronic fund transfer, written Notice to Proceed per Board resolution, or Board approval of the transaction (an "Authorized Transaction"). Without an Authorized Transaction, no obligation will be honored or paid by the District.
UNAUTHORIZED TRANSACTIONS	<p>Purchases and services performed without an authorized transaction will be considered unauthorized transactions made without the consent of the Board.</p> <p>All unauthorized transactions shall be reported to the Chief Operating Officer - Business Services Division or designee. Anyone creating or authorizing such a commitment may be personally liable for payment of such agreement. The Board may ratify any otherwise unauthorized transaction. Board approval of a purchase shall be considered sufficient authority to initiate it.</p> <p>The District will not be responsible for articles delivered and/or services performed without a specific written purchase order or other Authorized Transaction. All vendors and potential vendors, by submitting documents, accepting Purchase Orders, or delivering goods or services, accept and abide by these requirements. Vendors and potential vendors delivering or attempting to deliver goods and services without an Authorized Transaction are in violation of District policy, and will not be paid or reimbursed for any good or service not re-</p>

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EXHIBIT _____

quested through an Authorized Transaction.

Vendors delivering goods or performing services without an Authorized Transaction shall be placed on "hold" in the electronic commerce system currently in use, and be ineligible for ongoing or future work. Evidence of attempts by vendors to create unauthorized purchases may be acted on after reasonable documentation is submitted to the Purchasing Department.

Vendors may be removed from "hold" in the electronic commerce system currently in use by submitting a letter certifying to remain in compliance with District policy and regulations, and agreeing to voluntary exclusion from District procurement and contracts if unauthorized purchases occur.

See generally policy DH(LOCAL) for District employees who attempt to create unauthorized purchases.

CONTRACT
AMENDMENTS

Unless expressly waived by the Board, contract amendments that result in an aggregate increase or decrease exceeding 25 percent of the original contract amount shall be submitted to the Board for approval.

Unless expressly waived by the Board, if a contract amendment would alter the value of the contract by more than 25 percent, the amendment shall be submitted to a separate competitive procurement.

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ADOPTED:

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EXHIBIT _____

APPROVAL OF UPDATE TO CH (LOCAL) THRESHOLD FROM \$25,000 TO \$50,000 FOR PURCHASING AND ACQUISITIONS

Superintendent's Recommendation

That the Board of Trustees approves the update to CH (LOCAL) threshold from \$25,000 to \$50,000 or more in the aggregate for each 12-month period.

Rationale

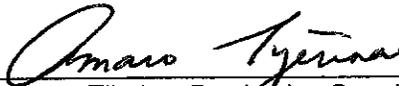
In Legislative Session 81, H.B. No. 987 requires all districts to increase their threshold from \$25,000 to \$50,000 or more in the aggregate for each 12-month period.

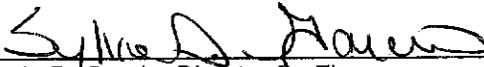
Resource Personnel

Dr. Rene Gutierrez	Amaro Tijerina
Rigoberto V. Abrego	Claudina E. Longoria
Sylvia D. Garcia	

Board Policy Reference

This is in accordance with the Board Policy CH, Purchasing and Acquisition, BF (Local) Board Policies.

Prepared by: 
Amaro Tijerina, Purchasing Coordinator

Approved by: 
Sylvia D. Garcia, Director for Finance

Approved by: 
Rigoberto V. Abrego Asst. Supt. for Finance/Operations

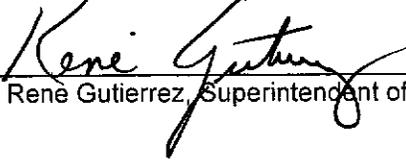
Recommended by: 
Dr. Rene Gutierrez, Superintendent of Schools

EXHIBIT _____

09-03-09 P03:03 IN AT

Edinburg CISD
108904

PURCHASING AND ACQUISITION

CH
(LOCAL)

—DRAFT—

PURCHASING AUTHORITY	The Board delegates to the Superintendent or designee the authority to determine the method of purchasing, in accordance with CH (LEGAL), and to make budgeted purchases. However, any purchase that costs or aggregates to a cost of \$25,000 \$50,000 or more shall require Board approval before a transaction may take place.
DELINQUENT TAXES	The District shall not do business with any individual or company that is delinquent in the payment of their school taxes.
EMERGENCY PURCHASING	Expenditures that may be classified as emergency in nature are those that are justifiably needed to meet a specific need, utilizing funds that have been budgeted but deviating from the identified needs during initial planning. Such emergency purchasing may require modifying the approved procedure when time does not permit it, and may only be authorized by the Superintendent, or the assistant superintendent for finance in the absence of the Superintendent.
COMPETITIVE BIDDING	<p>If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be submitted in sealed envelopes, plainly marked with the name of the bidder and the time of opening. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids.</p>
COMPETITIVE SEALED PROPOSALS	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposer and the time of opening. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time for opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals.</p>
RESPONSIBILITY FOR DEBTS	The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted Board policy and current administrative procedures. The Board shall not be responsible for debts incurred

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CH(LOCAL)-X revisions 8-28-09

EXHIBIT _____

Edinburg CISD
108904

PURCHASING AND ACQUISITION

CH
(LOCAL)

by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts.

PURCHASE
COMMITMENTS

All purchase commitments shall be made by the Superintendent or designee on a properly drawn and issued purchase order, in accordance with administrative procedures.

PERSONAL
PURCHASES

District employees shall not be permitted to purchase supplies or equipment for personal use through the District's business office.

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CH(LOCAL)-X revisions 8-28-09

EXHIBIT

BOARD POLICIES

BF
(LOCAL)

Within the context of current law, The District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Legally referenced policies contain provisions from federal and state statues and regulations, case law, and other legal authority that together form the framework for local decision-making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

HARMONY WITH LAW

No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

SEVERABILITY

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

POLICY DEVELOPMENT

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board's consideration by the Superintendent.

OFFICIAL POLICY MANUAL

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the Superintendent's office, and the Superintendent or designee shall be responsible for its accuracy and integrity and shall maintain an historical record of the District's policy manual.

ADOPTION

Proposed local policies introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB LOCALIZED UPDATES

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual distributed throughout the District, the version contained in the official policy manual shall be regarded as authoritative.

REVIEW

The Board shall, at least once a year, review Board policies and amend them when deemed advisable.

DATE ISSUED: 4/10/1996
UPDATE 51
BF(LOCAL)-X

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EXHIBIT

BOARD POLICIES

BF
(LOCAL)

AMENDMENTS

Board policies may be amended (to alter formally by adding to, deleting from, rephrasing, or revising) by a majority vote of the seven members of the Board provided the following procedure is followed:

1. Each member of the Board shall be furnished a copy of the proposed amendment at the time when the District sends the "Board packets" to each member for the meeting.
2. The proposed amendment shall have two readings before the Board.
3. The vote on the proposed amendment shall take place after the second reading.

PROCESSING

All amendments to the Board policies shall be recorded in the minutes, in their entirety, and shall be clearly designated as policy amendments.

When a policy book undergoes complete revision, it shall not be necessary to include the entire policy book in the minutes. The Superintendent shall ensure that all amendments are included in the minutes and that such amendments are placed in the policy book in the proper place.

An up-to-date policy book shall be available, during working hours, to all interested persons, in the office of the Superintendent.

TEMPORARY ACTION

Policies may be temporarily adopted or amended at any meeting to allow for special circumstances that demand an immediate response.

DATE ISSUED: 4/10/1996
UPDATE 51
BF(LOCAL)-X

ADOPTED:

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EXHIBIT

A BILL TO BE ENTITLED

AN ACT

relating to competitive procurement and change order requirements for local governments.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 44.031(a), Education Code, is amended to read as follows:

(a) Except as provided by this subchapter, all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 [~~\$25,000~~] or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value for the district:

- (1) competitive bidding;
- (2) competitive sealed proposals;
- (3) a request for proposals, for services other than construction services;
- (4) an interlocal contract;
- (5) a design/build contract;
- (6) a contract to construct, rehabilitate, alter, or repair facilities that involves using a construction manager;
- (7) a job order contract for the minor construction, repair, rehabilitation, or alteration of a facility;
- (8) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- (9) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

SECTION 2. Subchapter B, Chapter 44, Education Code, is amended by adding Section 44.0313 to read as follows:

Sec. 44.0313. PROCEDURES FOR ELECTRONIC BIDS OR PROPOSALS.

(a) A school district may receive bids or proposals under this chapter through electronic transmission if the board of trustees of the school district adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

(b) Notwithstanding any other provision of this chapter, an electronic bid or proposal is not required to be sealed. A provision of this chapter that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted under Subsection (a).

SECTION 3. Section 252.048, Local Government Code, is amended by amending Subsection (c) and adding Subsection (e) to read as follows:

(c) If a change order involves a decrease or an increase of \$50,000 [~~\$25,000~~] or less and is for work within the original bid, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(e) Compensation for a contract awarded on a unit price basis may not exceed the actual quantity of items supplied or services provided.

SECTION 4. Section 262.003(a), Local Government Code, is amended to read as follows:

(a) Any law that requires a county to follow a competitive procurement [~~bidding~~] procedure in making a purchase requiring the expenditure of \$50,000 [~~\$25,000~~] or less does not apply to

the purchase of an item available for purchase from only one supplier.

SECTION 5. Section 262.023(a), Local Government Code, is amended to read as follows:

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding \$50,000 [~~\$25,000~~], the commissioners court of the county must:

(1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Subchapter H, Chapter 271.

SECTION 6. Section 262.0245, Local Government Code, is amended to read as follows:

Sec. 262.0245. COMPETITIVE PROCUREMENT [~~BIDDING~~]
PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS. A county purchasing agent shall adopt procedures that provide for competitive procurement [~~bidding~~], to the extent practicable under the circumstances, for the county purchase of an item [~~under a contract~~] that is not subject to competitive procurement [~~bidding under Section 262.023~~].

SECTION 7. Section 262.025(d), Local Government Code, is amended to read as follows:

(d) A [~~In a county with a population of 3.3 million or more, the~~] county and any district or authority created under Article XVI, Section 59, of the Texas Constitution of which the governing body is the commissioners court may require that a minimum of 25 percent of the work be performed by the bidder and, notwithstanding any other law to the contrary, may establish financial criteria for the surety companies that

provide payment and performance bonds.

SECTION 8. Section 271.024, Local Government Code, is amended to read as follows:

Sec. 271.024. COMPETITIVE PROCUREMENT [BIDDING] PROCEDURE APPLICABLE TO CONTRACT. If a governmental entity is required by statute to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than \$50,000 [~~\$25,000~~] from the funds of the entity, the bidding on the contract must be accomplished in the manner provided by this subchapter.

SECTION 9. Section 271.054, Local Government Code, is amended to read as follows:

Sec. 271.054. COMPETITIVE PROCUREMENT [BIDDING] REQUIREMENT. Before the governing body of an issuer may enter into a contract requiring an expenditure by or imposing an obligation or liability on the issuer, or on a subdivision of the issuer if the issuer is a county, of more than \$50,000 [~~\$25,000~~], the governing body must submit the proposed contract to competitive procurement [~~bidding~~].

SECTION 10. Section 271.060, Local Government Code, is amended by adding Subsection (c) to read as follows:

(c) A governing body may grant authority to an official or employee responsible for purchasing or administering a contract to approve a change order that is within the scope of the original contract and involves \$50,000 or less.

SECTION 11. Section 281.046, Local Government Code, is amended by adding Subsection (f) to read as follows:

(f) The board may grant authority to an official or employee responsible for purchasing or administering a contract

to approve a change order that is within the scope of the original contract and involves \$50,000 or less.

SECTION 12. The heading to Section 281.047, Local Government Code, is amended to read as follows:

Sec. 281.047. CONTRACTS OVER \$50,000 [~~\$10,000~~].

SECTION 13. Section 281.047(a), Local Government Code, is amended to read as follows:

(a) This section applies to a contract that is for materials for, or construction of, facilities and that is for an amount greater than \$50,000 [~~\$10,000~~].

SECTION 14. Section 325.040, Local Government Code, is amended to read as follows:

Sec. 325.040. CHANGE ORDERS. After a construction contract is awarded, if the district determines that additional work is needed or if the character or type of work, facilities, or improvements should be changed, the board may authorize change orders to the contract on terms the board approves. A change made under this section may not increase or decrease the total cost of the contract by more than 25 percent. The board may grant authority to an official or employee responsible for purchasing or administering a contract to approve a change order that is within the scope of the original contract and involves \$50,000 or less.

SECTION 15. Sections 351.137(b) and (c), Local Government Code, are amended to read as follows:

(b) Construction contracts requiring an expenditure of more than \$50,000 [~~\$15,000~~] may be made only after competitive bidding as provided by Subchapter B, Chapter 271.

(c) After a construction contract is awarded, if the district determines that additional work is needed or if the character or type of work, facilities, or improvements should be

changed, the board may authorize change orders to the contract on terms the board approves. The board may grant authority to an official or employee responsible for purchasing or administering a contract to approve a change order that is within the scope of the original contract and involves \$50,000 or less. A change made under this subsection may not increase or decrease the total cost of the contract by more than 25 percent.

SECTION 16. Section 375.221, Local Government Code, is amended to read as follows:

Sec. 375.221. COMPETITIVE BIDDING ON CERTAIN PUBLIC WORKS CONTRACTS. (a) A contract, other than a contract for services, for more than \$50,000 [~~\$15,000~~] for the construction of improvements or the purchase of material, machinery, equipment, supplies, and other property, except real property, may be entered into only after competitive bids. Notice of the contract for the purpose of soliciting bids shall be published once a week for two consecutive weeks in a newspaper with general circulation in the area in which the district is located. The first publication of notice must be not later than the 14th [~~15th~~] day before the date set for receiving bids. The board may adopt rules governing receipt of bids and the award of the contract and providing for the waiver of the competitive bid requirement if:

- (1) there is an emergency;
- (2) the needed materials are available from only one source;
- (3) in a procurement requiring design by the supplier competitive bidding would not be appropriate and competitive negotiation, with proposals solicited from an adequate number of qualified sources, would permit reasonable competition

consistent with the nature and requirements of the procurement;
or

(4) after solicitation, it is ascertained that there will be only one bidder.

(b) If a proposed contract for works, plant improvements, facilities other than land, or the purchase of equipment, appliances, materials, or supplies is for an estimated amount of more than \$50,000 [~~\$15,000 but less than \$25,000~~] or for a duration of more than two years, competitive sealed proposals [bids] shall be asked from at least three persons.

SECTION 17. Section 1433.025(a), Government Code, is amended to read as follows:

(a) A contract for construction or purchase under this chapter involving the expenditure of more than \$50,000 [~~\$2,000~~] may be made only after advertising in the manner provided by Chapter 252, Local Government Code, or Subchapter C, Chapter 262, Local Government Code, as applicable.

SECTION 18. Sections 44.031(k) and 44.033, Education Code, are repealed.

SECTION 19. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009.

APPROVAL OF THE SECOND READING OF PROPOSED REVISIONS FOR BOARD POLICY EIA (LOCAL) ACADEMIC ACHIEVEMENT: GRADING/ PROGRESS REPORTS TO PARENTS

Superintendent's Recommendation

That the Board of Trustees approves the second reading of proposed revisions for board policy EIA (LOCAL) Academic Achievement: Grading/Progress Reports to Parents

Rationale

Beginning in the 2011-2012 school year, the Texas Education Agency (TEA) will implement the State of Texas Assessments of Academic Readiness (STAAR) program, which includes new assessments in grades 3 through 8 and development of twelve end-of-course (EOC) assessment for students in grades 9 through 12. STAAR phases out the Texas Assessment of Knowledge and Skills (TAKS) program, in place since 2003. Students enrolled for the first time in grade 9 in the 2011-2012 school year must perform successfully on the EOC assessments to graduate. To graduate on the Recommended or Advanced/Distinguished Achievement Programs, students must also meet performance targets on certain assessments. As a result of this new testing framework, TASB Policy Service has reviewed policies concerning grading and class rank, along with a range of other issues associated with the implementation of EOC assessments.

STAAR differs significantly from the current TAKS program in the following ways:

- STAAR assessments evaluate content and skills from the Texas Essential Knowledge and Skills at greater depth and higher level of cognitive complexity.
- STARR assessments emphasize readiness in terms of subsequent grades or courses, and ultimately, college and career readiness.
- EOC assessments constitute a new form of exit-level testing. To graduate, students must achieve a cumulative score at least equal to the product of the passing standard times the number of EOC assessments in each foundation area (English language arts, mathematics, science, and social studies). In general, students on the Recommended or the Advanced/Distinguished Achievement Programs are required to take all twelve EOC assessments. Students on the Minimum Program will usually take fewer EOC assessments.

Connections to the District Plan: Goal 1: Academic Excellence

ECISD shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem solving for all students to achieve advanced academic performance and postsecondary readiness.

Paperwork Impact

None

Budgetary Information

Does not impact the budget.

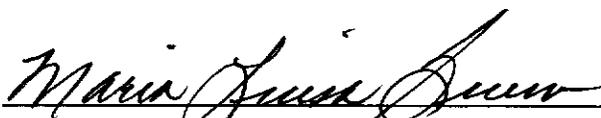
Resource Information

Dr. René Gutiérrez, Superintendent of Schools
Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
Hector Gonzalez, Instruction & Support Services Area Director
Dominga Vela, Instruction & Support Services Area Director

Board Policy Reference and Compliance

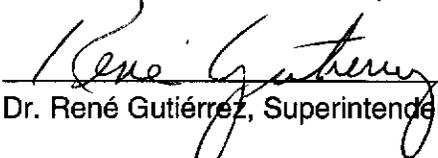
This item is in compliance with EIA(LEGAL) and EIA (LOCAL).

Prepared by and
Approved by:



Maria Luisa Guerra, Asst. Supt. for Instruction & Support Svcs.

Recommended by:



Dr. René Gutiérrez, Superintendent of Schools

PROPOSED REVISIONS, 10-3-11

RELATION TO
ESSENTIAL
KNOWLEDGE AND
SKILLS

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that the each student's performance indicates the level of mastery of the designated District objectives. ~~The student's mastery level shall be a major factor in determining the grade for a subject or course.~~

GUIDELINES FOR
GRADING

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

~~In accordance with~~ The District shall permit a student who meets the criteria detailed in the grading guidelines, ~~a student shall be permitted~~ a reasonable opportunity to redo an assignment or re-take a test for which the student received a failing grade.

END-OF-COURSE
ASSESSMENTS

When required by state law, a student's score on the initial end-of-course (EOC) assessment shall count for 15 percent of the student's final grade for the course as reported on the student's transcript.

RETAKES

If a student retakes an EOC assessment, the District will include the retake score as 15 percent of the final course grade only if the retake score allows a student to gain credit for the course. After a student earns credit for the course, subsequent retakes will not be included in the calculation of the final course grade.

CREDIT

~~An EOC assessment score shall affect whether a student receives credit for a course only if the score results in the student earning credit, as calculated in accordance with the District's grading guidelines. If a student's score on an EOC assessment results in lowering the student's grade below passing, the score will not affect whether the student receives credit for the course.~~

RETAKES

If a student retakes an EOC assessment, the District will use the retake score for credit decisions only if the retake score allows a student to gain credit for the course. If the retake score is being used in the credit decision, the retake score will also be included in

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

EIA
(LOCAL)

	<p><u>the final course grade calculation as reported on the student's transcript.</u></p>
<p><u>SPECIAL EDUCATION</u></p>	<p><u>A student's ARD committee shall determine the type of assessment to be administered and how the score on an EOC assessment shall be used for final course grades, credit decisions, and graduation requirements.</u></p>
<p><u>GRADING</u></p>	<p><u>Calculation of grades with EOC assessment scores shall be in accordance with the District's grading guidelines.</u></p> <p><u>[See EIC for class rank provisions addressing end-of-course assessments. See EKB for further information regarding EOC assessments.]</u></p>
<p>PROGRESS REPORTING</p>	<p><u>Grade</u>The District shall issue grade reports shall be issued/report cards every six<u>six</u> weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.</p>
<p>INTERIM REPORTS</p>	<p>Interim progress reports may be issued at the teacher's discretion; however, notice of a student's consistent unsatisfactory performance shall be issued in accordance with law.</p>
<p>CONFERENCES</p>	<p>In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed. Teachers shall have at least one conference with parents every 12 weeks either face to face or via telephone. A log must be maintained of telephone calls and parent signatures to verify conferences.</p>
<p>ACADEMIC DISHONESTY</p>	<p><u>Students</u><u>A student</u> found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.</p>

DATE ISSUED: 4/7/2011
UPDATE 90
EIA(LOCAL)-T

ADOPTED:

2 of 2

EXHIBIT _____

APPROVAL OF THE SECOND READING OF PROPOSED DELETION OF BOARD POLICY EIAB (LOCAL) GRADING/ PROGRESS REPORTS TO PARENTS: MAKEUP WORK

Superintendent's Recommendation

That the Board of Trustees approves the second reading of proposed deletion of board policy EIAB (LOCAL) Grading/Progress Reports to Parents: Makeup Work.

Rationale

The district and TASB Policy Services recommend that this policy be rescinded because its provisions would be more appropriately addressed in the district's grading guidelines in the student handbook. There is no requirement that these issues be addressed in board policy.

Connections to the District Plan: Goal 1: Academic Excellence

ECISD shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem solving for all students to achieve advanced academic performance and postsecondary readiness.

Paperwork Impact

None

Budgetary Information

Does not impact the budget.

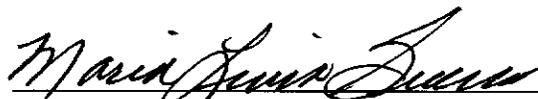
Resource Information

Dr. René Gutiérrez, Superintendent of Schools
Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
Hector Gonzalez, Instruction & Support Services Area Director
Dominga Vela, Instruction & Support Services Area Director

Board Policy Reference and Compliance

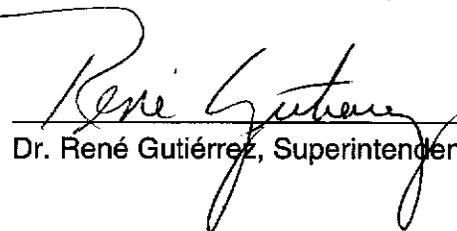
This item is in compliance with EIAB (LOCAL).

Prepared by and
Approved by:



Maria Luisa Guerra, Asst. Supt. for Instruction & Support Svcs.

Recommended by:



Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____, PAGE(S) _____

PROPOSED FOR DELETION

	<p>Students shall be expected to make up assignments and tests after absences. Students shall receive a zero for any assignment or test not made up within the allotted time.</p>
TESTS	<p>Students shall be permitted to take tests administered in any class missed because of absence.</p> <p>For any class missed, the teacher may assign the student make-up work based on the instructional objectives for the subject or course and the needs of the individual student in mastering the essential knowledge and skills or in meeting subject or course requirements.</p> <p>A student shall be responsible for obtaining and completing the make-up work in a satisfactory manner and within the time specified by the teacher.</p>
LATE PROJECTS	<p>Teachers may assign a late penalty to any project turned in after the due date in accordance with previously established guidelines approved by the principal and disseminated to students.</p>
UNEXCUSED ABSENCES	<p>The grade for make-up work after an unexcused absence shall be no higher than 60.</p>
SUSPENSION	<p>The District shall not impose a grade penalty for make-up work after an absence because of suspension.</p>

APPROVAL OF RESOLUTION AND ORDINANCE 2012-03, MAKING SPECIFIC BOARD FINDINGS AND PROVIDING FOR THE TAXATION OF PROPERTY OTHERWISE EXEMPT UNDER TEXAS TAX CODE SECTION 11.253; PROVIDING FOR PUBLICATION AND SETTING AN EFFECTIVE DATE

Superintendent's Recommendation

That the Board of Trustees approve Resolution and Ordinance 2012-03, making specific board findings and providing for the taxation of property otherwise exempt under Texas Tax Code Section 11.253; providing for publication and setting an effective date.

Rationale

SB 1, 82nd Legislature, First Called Special Session, amended Tax Code §11.253 to automatically exempt goods-in-transit from property taxation, unless action is taken by the Board of Trustees to tax this property after conducting a public hearing on this issue on or after October 1, 2011. Senate Bill 1 provides that prior action taken to tax goods-in-transit is effectively rescinded by the passage of Senate Bill 1, with the exception of school districts that pledged taxes from this property for payment of debt obligations.

The 82nd Texas Legislature has enacted Senate Bill 1, including Section 48.02 thereof to take effect on October 1, 2011, which would amend Texas Tax Code 11.253. The new provision of Texas Tax Code 11.253 will exempt from taxation certain tangible personal property that is acquired in or imported into this state to be forwarded to another location in this state or outside this state is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in this state that are not in any way owned or controlled by the owner of the personal property for the account of the person who acquired or imported the property is transported to another location in this state or outside this state not later than 175 days.

Texas Tax Code 11.253, as amended, specifically authorized the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit.

It is the opinion of the Board of Trustees that it is in the best interests of the district to continue to tax such goods-in-transit, as defined Texas Tax Code 11.253.

The Hidalgo County Appraisal District did not identify any businesses declaring an inventory listing that reflects an assessed value for tax purposes.

Resource Personnel

Dr. René Gutiérrez
Dr. Rebecca Morrison

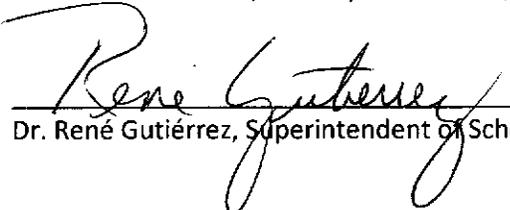
Board Policy Reference

This is in accordance with Board Policy, CCG (Legal) AD Valorem Taxes.

Approved by:


Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:


Dr. René Gutiérrez, Superintendent of Schools

RESOLUTION AND ORDINANCE

NO. 2012-03

A RESOLUTION AND ORDINANCE MAKING SPECIFIC BOARD FINDINGS AND PROVIDING FOR THE TAXATION OF PROPERTY OTHERWISE EXEMPT UNDER TEXAS TAX CODE SECTION 11.253; PROVIDING FOR PUBLICATION AND SETTING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT OF EDINBURG, TEXAS

WHEREAS, the 82nd Texas Legislature in its First Called Session has enacted Senate Bill 1, including Section 48.02 thereof to take effect on October 1, 2011, which would amend Texas Tax Code § 11.253; and,

WHEREAS, the new provisions of Texas Tax Code § 11.253, will without Board action, exempt from taxation certain tangible personal property that is acquired in or imported into this state to be forwarded to another location in this state or outside this state; is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in this state that are not in any way owned or controlled by the owner of the personal property for the account of the person who acquired or imported the property; is transported to another location in this state or outside this state not later than 175 days after the date the person acquired the property in or imported the property into this state; and does not include oil, natural gas, petroleum products, aircraft, dealer's motor vehicle inventory, dealer's vessel and outboard motor inventory, dealer's heavy equipment inventory, or retail manufactured housing inventory ("goods-in-transit"), which property has been subject to taxation in the past; and,

WHEREAS, Texas Tax Code §11.253, as amended, specifically authorizes the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit; and,

WHEREAS, on October 11, 2011 the Board of Trustees of the Edinburg Consolidated Independent School District, at a duly called and publically noticed Board Meeting conducted a public hearing as required by Texas Constitution Article VIII, Section 1-n (d); and,

Edinburg CISD
Tax Year 2011
Resolution & Ordinance to Tax Goods-in-Transit
Page 1

EXHIBIT _____

WHEREAS, the Board of Trustees has carefully considered the presentation of its Executive Staff and such testimony as was offered at the above-referenced public hearing; and,

WHEREAS, it is the opinion of the Board of Trustees that it is in the best interests of the district to continue to tax such goods-in-transit, as defined Texas Tax Code 11.253(a)(2);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That goods-in-transit, as defined Texas Tax Code 11.253(a)(2), as amended by Senate Bill 1, enacted by the 82nd Texas Legislature in its First Called Session, shall remain subject to taxation by the Edinburg Consolidated Independent School District.

SECTION 3. That the Superintendent is hereby instructed to notify the Chief Appraiser of the County Appraisal District and the Texas Comptroller's offices of the Board's action on the foregoing Resolution.

SECTION 4. This Resolution shall be effective immediately upon adoption.

SECTION 5. A motion was made by _____, and seconded by _____ to pass, approve and adopt this Resolution and Ordinance No. 2012-03.

THE FOLLOWING VOTE WAS RECORDED:

Yes:

No:

Other:

PASSED, APPROVED AND ADOPTED this the 25th day of October, 2011.

Edinburg CISD
Tax Year 2011
Resolution & Ordinance to Tax Goods-in-Transit
Page 2

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
DAVID TORRES
President
Board of Trustees

Attest:

By: _____
CIRO TREVINO
Secretary
Board of Trustees

Edinburg CISD
Tax Year 2011
Resolution & Ordinance to Tax Goods-in-Transit
Page 3

EXHIBIT _____

O'HANLON, MCCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

KEVIN O'HANLON

CERTIFIED, CIVIL APPELLATE
CERTIFIED, CIVIL TRIAL

LESLIE MCCOLLOM

CERTIFIED, CIVIL APPELLATE
CERTIFIED, LABOR AND EMPLOYMENT
TEXAS BOARD OF LEGAL SPECIALIZATION

JUSTIN DEMERATH

October 4, 2011

Superintendent Rene Gutierrez and
Members of the Board of Trustees
Edinburg Consolidated Independent School District
411 North 8th Avenue
Edinburg, Texas 78541

*Re: Board's Authority to Tax Goods-in-Transit pursuant to Texas Tax Code §11.253 --
Recommended Resolution to be Presented to the Board of Trustees*

Dear Dr. Gutierrez:

You have asked me for a legal opinion concerning the authority of the Board of Trustees of the Edinburg Consolidated Independent School District to continue to tax goods-in-transit following the adoption of Senate Bill 1 (SB 1) during the 82nd Texas Legislature, First Called Special Session. SB 1 adopted by the Texas Legislature requires action by the Board of Trustees if the Board should wish to exercise authority previously granted to it, i.e., the authority to tax goods-in-transit.

SB 1, 82nd Legislature, First Called Special Session, amended Tax Code §11.253 to automatically exempt goods-in-transit from property taxation, unless action is taken by the Board of Trustees to tax this property after conducting a public hearing on this issue on or after October 1, 2011. Senate Bill 1 provides that prior action taken to tax goods-in-transit is effectively rescinded by the passage of Senate Bill 1, with the exception of school districts that pledged taxes from this property for payment of debt obligations.

Specifically, the new provisions of Tex. Tax Code § 11.253 (j-1) provides:

Sec. 11.253 (j-1) AD VALOREM TAXATION OF CERTAIN
STORED PROPERTY Notwithstanding Subsection (j) or official
action that was taken under that subsection before October 1, 2011, to

EXHIBIT _____

tax goods-in-transit exempt under Subsection (b) and not exempt under other law, a taxing unit may not tax such goods-in-transit in a tax year that begins on or after January 1, 2012, unless the governing body of the taxing unit takes action on or after October 1, 2011, in the manner required for official action by the governing body, to provide for the taxation of the goods-in-transit. The official action to tax the goods-in-transit must be taken before January 1 of the first tax year in which the governing body proposes to tax goods-in-transit. Before acting to tax the exempt property, the governing body of the taxing unit must conduct a public hearing as required by Section 1-n(d), Article VIII, Texas Constitution. If the governing body of a taxing unit provides for the taxation of the goods-in-transit as provided by this subsection, the exemption prescribed by Subsection (b) does not apply to that unit. The goods-in-transit remain subject to taxation by the taxing unit until the governing body of the taxing unit, in the manner required for official action, rescinds or repeals its previous action to tax goods-in-transit or otherwise determines that the exemption prescribed by Subsection (b) will apply to that taxing unit.

A copy of the newly adopted language is enclosed with this letter.

“Goods-in-transit” is defined by Tex. Tax Code §11.253(2) as tangible personal property that is acquired in or imported into this state to be forwarded to another location in this state or outside this state; is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in this state that are not in any way owned or controlled by the owner of the personal property for the account of the person who acquired or imported the property; is transported to another location in this state or outside this state not later than 175 days after the date the person acquired the property in or imported the property into this state; and does not include oil, natural gas, petroleum products, aircraft, dealer’s motor vehicle inventory, dealer’s vessel and outboard motor inventory, dealer’s heavy equipment inventory, or retail manufactured housing inventory (“goods-in-transit”), which property has been subject to taxation in the past.

Because these provisions invoke the Board’s authority to exempt property from taxation, Texas Constitution Article VIII, Section 1-n (d) requires that the District conduct a public hearing at a duly called and publically noticed meeting of the Board of Trustees. Further, that hearing must take place before December 31, 2011, if the Board should wish to tax goods-in-transit in tax year 2012. If the Board elects to continue to tax goods-in-transit, a copy of the resolution adopted by the Board must be filed with the Chief Appraiser of Hidalgo County.

EXHIBIT _____

To that end, I have included agenda language for the notice of public hearing and the Board's consideration of the enclosed resolution to continue to tax goods in transit. I hope this letter will answer some of your basic questions. I will be happy to answer any more specific questions should that need arise.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Hanlon", written in a cursive style.

Kevin O'Hanlon

EXHIBIT _____

New Goods-in-Transit (Super Freeport) provisions:

Excerpt from SB 1, 82nd Legis., 1st CS, Bill Chapter 47 and 48:

ARTICLE 48. AD VALOREM TAXATION OF CERTAIN STORED PROPERTY

SECTION 48.01. Subsection (a), Section 11.253, Tax Code, is amended by amending Subdivision (2) and adding Subdivisions (5) and (6) to read as follows:

(2) "Goods-in-transit" means tangible personal property that:

(A) is acquired in or imported into this state to be forwarded to another location in this state or outside this state;

(B) is stored under a contract of bailment by a public warehouse operator ~~[detained]~~ at one or more public warehouse facilities ~~[a location]~~ in this state that are not in any way owned or controlled by ~~[in which]~~ the owner of the personal property ~~[does not have a direct or indirect ownership interest]~~ for the account of ~~[assembling, storing, manufacturing, processing, or fabricating purposes by]~~ the person who acquired or imported the property;

(C) is transported to another location in this state or outside this state not later than 175 days after the date the person acquired the property in or imported the property into this state; and

EXHIBIT _____

(D) does not include oil, natural gas, petroleum products, aircraft, dealer's motor vehicle inventory, dealer's vessel and outboard motor inventory, dealer's heavy equipment inventory, or retail manufactured housing inventory.

(5) "Bailee" and "warehouse" have the meanings assigned by Section 7.102, Business & Commerce Code.

(6) "Public warehouse operator" means a person that:

(A) is both a bailee and a warehouse; and

(B) stores under a contract of bailment, at one or more public warehouse facilities, tangible personal property that is owned by other persons solely for the account of those persons and not for the operator's account.

SECTION 48.02. Section 11.253, Tax Code, is amended by amending Subsections (e) and (h) and adding Subsections (j-1) and (j-2) to read as follows:

(e) In determining the market value of goods-in-transit that in the preceding year were [~~assembled,~~] stored[~~, manufactured, processed, or fabricated~~] in this state, the chief appraiser shall exclude the cost of equipment, machinery, or materials that entered into and became component parts of the goods-in-transit but were not themselves goods-in-transit or that were not transported to another location in this state or outside this state before the expiration of 175 days after the date they were brought into this state by the property owner or

EXHIBIT _____

acquired by the property owner in this state. For component parts held in bulk, the chief appraiser may use the average length of time a component part was held by the owner of the component parts during the preceding year at a location in this state that was not owned by or under the control of the owner of the component parts in determining whether the component parts were transported to another location in this state or outside this state before the expiration of 175 days.

(h) The chief appraiser by written notice delivered to a property owner who claims an exemption under this section may require the property owner to provide copies of property records so the chief appraiser can determine the amount and value of goods-in-transit and that the location in this state where the goods-in-transit were detained for storage [~~assembling, storing, manufacturing, processing, or fabricating purposes~~] was not owned by or under the control of the owner of the goods-in-transit. If the property owner fails to deliver the information requested in the notice before the 31st day after the date the notice is delivered to the property owner, the property owner forfeits the right to claim or receive the exemption for that year.

(j-1) Notwithstanding Subsection (j) or official action that was taken under that subsection before October 1, 2011, to tax goods-in-transit exempt under Subsection (b) and not exempt

EXHIBIT _____

under other law, a taxing unit may not tax such goods-in-transit in a tax year that begins on or after January 1, 2012, unless the governing body of the taxing unit takes action on or after October 1, 2011, in the manner required for official action by the governing body, to provide for the taxation of the goods-in-transit. The official action to tax the goods-in-transit must be taken before January 1 of the first tax year in which the governing body proposes to tax goods-in-transit. Before acting to tax the exempt property, the governing body of the taxing unit must conduct a public hearing as required by Section 1-n(d), Article VIII, Texas Constitution. If the governing body of a taxing unit provides for the taxation of the goods-in-transit as provided by this subsection, the exemption prescribed by Subsection (b) does not apply to that unit. The goods-in-transit remain subject to taxation by the taxing unit until the governing body of the taxing unit, in the manner required for official action, rescinds or repeals its previous action to tax goods-in-transit or otherwise determines that the exemption prescribed by Subsection (b) will apply to that taxing unit.

(j-2) Notwithstanding Subsection (j-1), if under Subsection (j) the governing body of a taxing unit, before October 1, 2011, took action to provide for the taxation of goods-in-transit and pledged the taxes imposed on the goods-in-transit for the payment of a debt of the taxing unit, the tax

EXHIBIT _____

officials of the taxing unit may continue to impose the taxes against the goods-in-transit until the debt is discharged, if cessation of the imposition would impair the obligation of the contract by which the debt was created.

SECTION 48.03. Subdivision (2), Subsection (a), Section 11.253, Tax Code, as amended by this article, applies only to an ad valorem tax year that begins on or after January 1, 2012.

SECTION 48.04. (a) Except as provided by Subsection (b) of this section, this article takes effect January 1, 2012.

(b) Section 48.02 of this article takes effect October 1, 2011.

EXHIBIT _____

**APPROVAL OF BID 11- 07, GIFTED AND TALENTED INSTRUCTIONAL MATERIAL
FIRST AND FINAL CONTRACT RENEWAL**

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to renew the Gifted and Talented Instructional Materials bid, which is indicated in the attached bid tabulation as being the most favorable and advantageous to the District.

Rationale

This bid has a final year renewal option. Mrs. Angelica Perez, District Gifted and Talented Specialist and the awarded vendors have agreed in writing to continue this bid for an additional year at no increase in cost. The District must meet the needs of the gifted and talented students by modifying the depth, complexity, and pacing of the curriculum and instruction ordinarily provided by all campuses. All personnel involved in the planning creation and delivery of services to gifted and talented students must have the knowledge required to develop and provide appropriate options and differentiated curricula. This will be utilized by all campuses and departments with the appropriate funding.

Administration sought competitive sealed bids for the Gifted and Talented Instructional Materials. Bid opening was held at the Business Office Building on September 29, 2010 at 3:00 P.M., where thirty one (31) bids were received and opened.

User Department

This item was requested by Mrs. Angelica Perez, District Gifted and Talented Specialist.

Budgetary Information

Approximate Total Award Recommendation \$125,400.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
168-XX-63X9-00-XXX-221000	Testing Materials	224,869.00	53,345.00	17,688.51	153,835.49
TOTAL		224,869.00	53,345.00	17,688.51	153,835.49

Resource Personnel

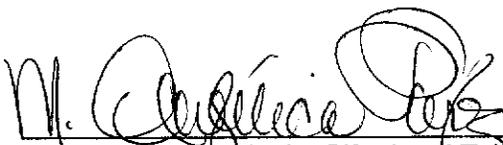
Dr. René Gutiérrez
Maria Luisa Guerra
Jacqueline Kingan

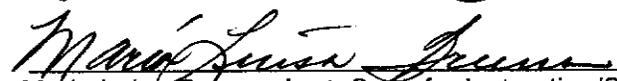
Dr. Rebecca Morrison
Angelica Perez

Sylvia D. Garcia
Amaro Tijerina

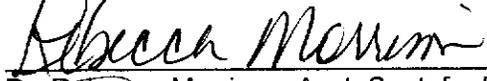
Board Policy Reference

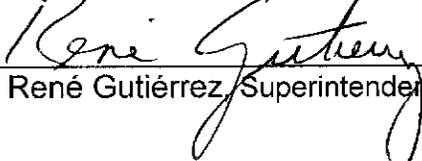
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: 
Angelica Perez, District Gifted and Talented Specialist

Approved by: 
Maria Luisa Guerra, Asst. Supt. for Instruction/Support Serv.

Within Budgetary Allocations: 
Sylvia D. Garcia, Director for Finance

Approved by: 
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

**Notes for Renewal
 Bid 11- 07, Gifted and Talented Instructional Materials
 October 25, 2011**

1. **USER DEPARTMENT:** This bid was requested by the Gifted and Talented Department. Mrs. Angelica Perez will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term bid beginning October 26, 2011 and ending September 30, 2012. This is the first and final contract renewal.
3. **BID EVALUATION:** This bid was evaluated by Angelica Perez. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Each campus and department will prepare purchase orders on an as needed basis following Board of Trustee approval.
5. **APROXIMATE AMOUNT SPENT LAST YEAR:** **\$112,000.00**
6. **AWARD RECOMMENDATION:** **\$125,400.00**

Administration recommends awarding this bid to two (2) primary vendors. **You are required to order from the Primary vendors first. Items not available through the primary vendors may be purchased from vendors in the approved vendor list. All orders over \$10,000.00 require three quotes.**

PRIMARY VENDORS		
VENDORS	DISCOUNTS	NOTES
J. Taylor Education, LLC 9800 D Topanga Canyon #4 Chatsworth, CA 91311 Contact: John Gould PH: 866-729-3817 FX: 866-729-4817	10%	1. Net Pricer – No 2. Delivery time – 10 days 3. Min order - 1 product 4. Shipping fee – 3 to 10% 5. Restocking fee - No
Mentoring Minds PO Box 8843 Tyler, TX 75711 Contact: Robert L. Bush PH: 800-585-5258 FX: 800-838-8186	0%	1. Net Pricer – No 2. Delivery time –7-10 bus days 3. Min order - No 4. Shipping fee on web site or catalog 5. Restocking fee - No

EXHIBIT _____

APPROVED VENDORS

VENDORS	DISCOUNTS	NOTES
<p>A.W. Peller & Associates, Inc 344 Wagaraw Road Hawthorne, NJ 07507 Contact: Neil Peller PH: 800-451-7450 FX: 973-423-5569</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – Yes 2. Delivery time – 10 days 3. No minimum order 4. Shipping 10% or \$7.99 call for quote on orders 5. Restocking fee - No
<p>ACT, Inc 500 ACT Drive, PO Box 168 Iowa City, Iowa 52243-0168 Contact: Jon Whitmore PH: 800-553-6244 FX: 319-337-1790</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 5-10 days 3. Min order 1 unit 4. Shipping fee - No 5. Restocking fee - No
<p>Art in History 200 Willis Drive Stockbridge, GA 30281 Contact: Phillip J Mikula PH: 866-278-5481 FX: 770-507-9008</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 3-5 days 3. No min order – need 18 items for Bulk Rate 4. Shipping 70% 5. Restocking fee – No if less than 30 days
<p>Creative Education Institute PO Box 7306 Waco, TX 76714-7306 Contact: Thomas D. Johnson PH: 800-234-7319 FX: 888-705-8620</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 3-5 bus days 3. No min order 4. Shipping fee – No 5. Restocking fee – No
<p>Educational Innovations, Inc 362 Main Avenue Norwalk, CT 06851 Contact: Tami G. O'Connor PH: 888-912-7474 FX: 203-229-0740</p>	<p align="center">7%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 5-6 bus days 3. No min order 4. Shipping under \$200 9.8% Min \$7.95 Over \$200 free 5. Restocking fee – No
<p>Engine-Uity, Ltd PO Box 9610 Phoenix, AZ 85068 Contact: PA Leadbeater PH: 800-877-8718 FX: 602-997-0974</p>	<p align="center">10 – 30 % Varies by Product</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 5-7 days 3. Min order \$3.95 4. Shipping fee – varies by Weight & dollar value 5. Restocking fee 10% after 30 Days
<p>ETA/Cuisenaire 500 Greenview Court Vernon Hills, IL 60061 Contact: Carolyn Vanco PH: 800-445-5985 ext 5177 FX: 888-333-9588</p>	<p align="center">20% Math/Science 6% Literacy (Reading)</p>	<ol style="list-style-type: none"> 1. Net Pricer – Yes 2. Delivery time – 7-10 days 3. No min order - \$100 free s/h 4. Shipping under \$100 12% Min \$7 Over \$100 free 5. Restocking fee – 15% after 30 days
<p>Educators Outlet, Inc PO Box 397 Timnath, CO 80547 Contact: Kristin Haws PH: 800-315-2212 FX: 866-254-5786</p>	<p align="center">15% Excluding Calculators</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 15 days 3. Min order - No 4. Shipping fee - No 5. Restocking fee - No

EXHIBIT _____

APPROVED VENDORS

VENDORS	DISCOUNTS	NOTES										
<p>Follett Library Resources 1340 Ridgeview Drive Mc Henry, IL 60050 Contact: J.Scott Chain PH: 888-511-5114 FX: 800-852-5458</p>	<p align="center">15 - 45% Reflected on –on line Catalog Quantity Discounts also</p>	<ol style="list-style-type: none"> 1. Net Pricer – Yes 2. Delivery time – 15-20 days 3. Min order - No 4. Shipping fee 0-\$49.99 = 8.05 \$50 to 249.99 = 10.37 \$250 to 449.99 = 17.26 \$450 to 999.99 = 20.76 \$1,000 to 1,999.99 = 28.81 \$2,000 to 3,499.99 = 39.20 Over \$3,500 2.7% of order 5. Restocking fee - No, only on Renaissance Reading Software \$25 										
<p>Free Spirit Publishing 217 5th Avenue North Minneapolis, MN 55401 Contact: Philio Schlenker PH: 800-735-7323 FX: 866-419-5199</p>	<table border="0"> <tr><td>1 – 29</td><td>0%</td></tr> <tr><td>30 – 99</td><td>15%</td></tr> <tr><td>100-175</td><td>20%</td></tr> <tr><td>176-250</td><td>25%</td></tr> <tr><td>251+</td><td>30%</td></tr> </table>	1 – 29	0%	30 – 99	15%	100-175	20%	176-250	25%	251+	30%	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 7-10 days 3. Min order - No 4. Shipping up to \$29.99= \$4.95 \$30 to \$49.99 = \$5.95 \$50 to \$69.99 = \$7.95 \$70 to \$99.99 = \$9.99 \$100 + 10% 5. Restocking fee - No
1 – 29	0%											
30 – 99	15%											
100-175	20%											
176-250	25%											
251+	30%											
<p>Gateway Printing & Office Sup 315 South Closner Edinburg, TX 78539 PH: 956-383-3861 FX: 956-383-4674</p>	<p align="center">28%</p>	<ol style="list-style-type: none"> 1. Net Pricer – Yes 2. Delivery time 1 day 3. Min order – No 4. Shipping fee – No 5. Restocking fee – No 										
<p>Houghton Mifflin Harcourt Pub 10801 N. Mo Pac Expw, Bldg 3 Austin, TX 78759 Contact: Tajauna Beres PH: 800-225-5425 FX: 512-628-7209</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 45 days 3. Min order – No 4. Shipping fee to \$100 = \$10 \$100 to \$2K = 10% \$2K to \$10K = 8% \$10K to \$50K = \$7.50 \$50K to \$100K = \$7.00 Tech ship Ground \$18 per unit 5. Restocking fee – No 										
<p>Jarrett Publishing PO Box 1460 Ronkonkama, NY 11779 Contact: Mark Jarrett PH: 800-859-7679 FX: 631-588-4722</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 10 days 3. Min order - 10 copies ea title 4. Shipping fee –10% 5. Restocking fee - 20% 										
<p>Kamico Industrial Media, Inc PO Box 1143 Salado, TX 76571 Contact: Kathy Michael PH: 254-947-7283 FX: 254-947-7284</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 2-3 bus days 3. Min order - No 4. Shipping fee –No 5. Restocking fee - No 										
<p>Lakeshore Learning Materials 2695 E. Dominguez Street Carson, CA 90895 Contact: Diana Lopez PH: 800-421-5354 FX: 310-537-7900</p>	<p align="center">5%</p>	<ol style="list-style-type: none"> 1. Net Pricer – Yes 2. Delivery time – 7-10 days 3. Min order - No 4. Shipping fee –No 5. Restocking fee - No 										

EXHIBIT _____

APPROVED VENDORS

VENDORS	DISCOUNTS	NOTES
<p>Laureate Learning Systems 110 East Spring Street Winooski, VT 05404 Contact: Karen Gemaine PH: 800-562-6801 FX: 802-655-4757</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time 7-10 bus days 3. Min order - No 4. Shipping fee \$1 to \$50= \$5 \$51 to \$100 = \$15 \$101 to \$250 = \$25 \$251 to \$500 = \$30 \$501 to \$1000 = \$40 \$1001 to \$1600 = \$65 Over \$1600 =5% 5. Restocking fee - No
<p>Mind Ware 2100 County Rd C West Roseville, MN 55113 Contact: Jennifer Carlson PH: 800-274-6123 FX: 888-299-9273</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time – 10 days 3. Min order - No 4. Shipping up to \$25 = \$6.50 \$25 to \$49.99 = \$8.99 \$50 to \$74.99 = \$10.99 \$75 to \$99.99 = \$12.99 \$100 to \$149.99 = \$14.99 \$150 to \$499.99 = 10% \$500 + 5% 5. Restocking fee - No
<p>Nasco 901 Janesville Ave. Fort Atkinson, WI 53538 Contact: Dave Johnson PH: 800-558-9595 FX: 920-563-8296</p> <p>REFERENCE #53963</p>	<p>10% on Ag Science, Early Learning ess., Family & Consumer Science, Hands on Health, Psy Edu & Team Sports, Reading Resources, & Sp. Ed 15% on Ele Math & Sci, Geo. & Algebra, Math, Science 20% on Arts & Crafts 5% on "Z" items</p>	<ol style="list-style-type: none"> 1. Net Pricer – Yes 2. Delivery time –7-21 bus days 3. Min order - \$50 4. Shipping free except Live or hazardous material or items with "Z" or "KM" truck logo prefix 5. Restocking fee - No
<p>Pearson Education Inc Pub as Scott Forman & Prentice Hall One Lake Street Upper Saddle River, NJ 07458 Contact: M. Vicky Hurwitz PH: 800-848-9500 FX: 877-260-2530</p>	<p align="center">0%</p>	<ol style="list-style-type: none"> 1. Net Pricer – Yes 2. Delivery time –30-45 days 3. Min order - No 4. Shipping fee approximately 8 to 10% 5. Restocking fee - No
<p>Pearson Clinical Assessment 19500 Bulverde Road San Antonio, TX 78259 Contact: Michael Flynn PH: 800-627-7271 FX: 800-232-1223</p>	<p align="center">0%</p> <p align="center">REFERENCE BP1 On all PO's</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time 10-15 bus days 3. Min order - No 4. Shipping up to \$500 = 6% min \$10 \$500 to \$2,499 = 5% \$2,500 + 4% 5. Restocking fee - 10%
<p>Pieces of Learning 1990 Market Street Marion, IL 62959 Contact: Emily Melvin PH: 800-729-5137 FX: 800-844-0455</p>	<p>10% off orders \$500 add shipping 20% off order over \$1000 and free shipping</p>	<ol style="list-style-type: none"> 1. Net Pricer – No 2. Delivery time –5-7 days 3. Min order - No 4. Shipping Yes check catalog for shipping amount 5. Restocking fee – No

EXHIBIT _____

APPROVED VENDORS		
VENDORS	DISCOUNTS	NOTES
Riverside Publishing 3800 Golf Road, Suite 200 Rolling Meadows, IL 60008 Contact: James Nicholson PH: 800-323-9540 FX: 630-467-7192	0% Quantity discount available call company	1. Net Pricer – No 2. Delivery time – 21 days 3. Min order - No 4. Shipping under \$100 = \$10 \$100 to \$3,000 = 10% \$3,000 to \$10,000 = 8% \$10,000 to \$50,000 = 7.5% 5. Restocking fee – Yes
Sure Score PO Box 151412 Austin, TX 78715 Contact: Roy Nieto PH: 888-545-8378 FX: 888-470-8015	10%	1. Net Pricer – No 2. Delivery time – 7 days 3. Min order - 100 materials 4. Shipping - No 5. Restocking fee – No
Tin Man Press PO Box 11409 Eugene, OR 97440 Contact: Matt Rasmussen PH: 800-676-0459 FX: 888-515-1764	10% On orders \$500 or greater	1. Net Pricer – No 2. Delivery time – 10 days 3. Min order - No 4. Shipping - 0 to \$50 = \$5 \$50 to \$74.99 = \$7 \$75 to \$99.99 = \$8 \$100 + Free Shipping 5. Restocking fee – No
The Critical Thinking Co 1069 Broadway Ave, Ste 100 Seaside, CA 93955 Contact: Mary Ann Lucido PH: 800-458-4849 FX: 831-393-3277	0% Call for Qty discounts	1. Net Pricer – No 2. Delivery time – 3 days 3. Min order - \$1.00 4. Shipping - No 5. Restocking fee – No
Thinking Maps, Inc 401 Cascade Point Lane Cary, NC 27513 Contact: Ricardo Gonzalez PH: 800-243-9169 FX: 919-678-8782	0%	1. Net Pricer – No 2. Delivery time – 10-14 days 3. Min order - No 4. Shipping 6% min \$7 5. Restocking fee – No
Zaner – Bloser, Inc 1201 Dublin Road Columbus, OH 43215 Contact: Robert Heighton PH: 800-421-3018 FX: 614-487-2699	0%	1. Net Pricer – Yes 2. Delivery time – 7-10 days 3. Min order - No 4. Shipping 9% of order 5. Restocking fee – No Call for return authorization 800-421-3018

EXHIBIT _____

RENEWAL NOTICE

DATE: September 9, 2011

TO: Angelica Perez CAMPUS/DEPT: Gifted & Talented Specialist

RENEWAL OF: 11-07, Gifted and Talented Instructional Materials

There is an option to renew the above mentioned bid. Attached are the detailed information on what was awarded last year. Hopefully this will assist you in making your decision. Please sign and return back to me for processing. Should you have any questions, please feel free to give me a call to ext. 2137.

THANK YOU!

Jacqueline Kingan
Senior Buyer



PURCHASING COMMENTS: Please return as soon as possible, so I can send the renewal letters to the vendors

if you choose th renew.


~~~~~  
 YES, I WANT TO RENEW: *M. Angelica Perez*

NO, I DO NOT WANT TO RENEW: —

JUSTIFICATION FOR NON-RENEWAL: —

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT \_\_\_\_\_



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311  
Fax: (956) 383-7687



September 9, 2011

Dear J. Taylor Education, LLC,

FAX: 856-729-4817

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 10%, delivery time - 10 days, minimum order - 1 product, shipping fee - 3 to 10%, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. *IF your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

YES: *[Signature]* per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.  
Vendor Signature

J Taylor Education, LLC  
Company Name

Approved for Renewal:

\_\_\_\_\_ Date

Edinburg CISD

Manufacturing Information Statement  
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. No person who because of race, sex, age, handicap, religion, race, color, or national origin shall be denied the benefits of the programs described herein.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 9, 2011

09-20-11 A10:59 IN

Dear Mentoring Minds,

FAX: 800-838-8186

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 7 to 10 days, no minimum order, shipping fee on web site or catalog, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: Theresa D. Avirett, per original discounts, terms, and conditions. \*
Vendor Signature Theresa D. Avirett, COO

NO: I am not interested in extending my awarded contract.
Vendor Signature

Mentoring Minds, L. P.
Company Name

\*Please note: Enclosed is our current Texas/Fall 2011 catalog "Critical Thinking for Life!" Our catalogs are published in Feb. and August. Some prices could increase in next publication and would apply to this bid.

Approved for Renewal:

Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, ni proporcionar acceso a sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 9, 2011

Dear A. W. Peller & Associated, Inc.,

FAX: 973-423-5569

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 10 days, no minimum order, shipping fee -10% or \$7.99 call for quote on orders, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature

NO: \_\_\_\_\_, I am not interested in extending my awarded contract.
Vendor Signature

A.W Peller & Assoc, INC.
Company Name

Approved for Renewal:

\_\_\_\_\_
Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es policy del Distrito Escolar de Edinburg es no discriminar por razones con base en sexo, edad, habilidad, religion, raza, color o origen nacional, ni discriminacion dentro de sus programas educacionales.

EXHIBIT \_\_\_\_\_





EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 9, 2011

Dear Art in History,

FAX: 770-507-9008

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 3 to 5 days, no minimum order - need 18 items for bulk rate, shipping fee - 7%, and no restocking fee - if less than 30 days.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.
Vendor Signature

Art In History, Inc.
Company Name

Approved for Renewal:

Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, length of service, color, or national origin in its educational programs.
Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color origen nacional en sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311



September 9, 2011

FAX: 888-705-8620

Dear Creative Educational Institute,

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 3 to 5 business days, no minimum order, no shipping fee, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

YES: Thomas D. Johnson per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.  
Vendor Signature

CREATIVE EDUCATION INSTITUTE (CEI)  
Company Name THOMAS D. JOHNSON - VICE PRESIDENT SUPPORT SERVICES

Approved for Renewal:

\_\_\_\_\_  
Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.  
Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color origen nacional, in sus programas educativos.

EXHIBIT \_\_\_\_\_



**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311  
Fax: (956) 383-7687



September 9, 2011

Dear Educational Innovations, Inc.,

FAX: 203-229-0740

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 7%, delivery time - 3 to 5 business days, no minimum order, shipping under \$200.00 is 9.5% - 10% - minimum \$7.95 - over \$200.00 free, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

YES: *Armani A. [Signature]*, per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.  
Vendor Signature

Educational Innovations, Inc.  
Company Name

Approved for Renewal:

\_\_\_\_\_  
Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. En policy es Distrito Escolar de Edinburg de no discriminar por razones con base en sexo, edad, religión, raza, color, origen nacional, o discapacidad dentro de

09/12/2011 MON 12:41 [TX/RX NO 7116] 001

EXHIBIT \_\_\_\_\_





EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311



September 9, 2011

09-16-11 A11:32 IN

Dear ETA/Cuisenaire,

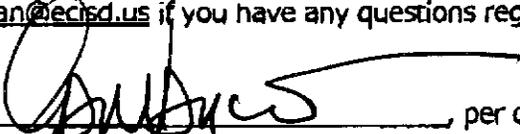
FAX: 888-333-9588

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL**

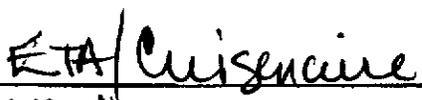
Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 20% math and science - 6% literacy (reading), delivery time - 7 to 10 days, no minimum order, shipping fee - under \$100.00 12% minimum \$7.00 - over \$100.00 free, and restocking fee - 15% after 30 days.

We are interested in knowing whether your company will extend this contract for an additional contract period. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

YES: , per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_, I am not interested in extending my awarded contract.  
Vendor Signature

  
Company Name  
ETA/Cuisenaire  
500 Greenview Court  
Vernon Hills, IL 60061  
Carolyn Vanco, Coordinator, Catalog Bids  
800-445-5985, ext. 5177, Fax: 888-333-9588  
cvanco@etacuisenaire.com  
www.etacuisenaire.com

**Approved for Renewal:**

\_\_\_\_\_  
Edinburg CISD Date

Non-discrimination Statement  
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.  
Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, ni discapacidades dentro de sus programas educativos.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311



September 9, 2011

FAX: 866-254-5786

Dear Educators Outlet, Inc.,

CC/B11132  
REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 15% excluding calculators, delivery time - 15 days, no minimum order, no shipping fee, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

YES: K. Ha per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_, I am not interested in extending my awarded contract.  
Vendor Signature

Educators Outlet, Inc  
Company Name

Approved for Renewal:

\_\_\_\_\_  
Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of race, age, handicap, religion, sex, color, or national origin in its educational programs. It is the policy of Edinburg CISD not to discriminate on the basis of race, age, handicap, religion, sex, color or national origin in its educational programs.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 20, 2011

Dear Follett Library Resources,

FAX: 800-852-5458

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 15 to 45% reflected in online catalog (quantity discounts also), delivery time - 15 to 20 days, no minimum order, shipping fee 0-\$49.99 is \$8.05 - \$50.00 to \$249.99 is \$10.37 - \$250.00 to \$449.99 is \$17.26 - \$450.00 to \$999.99 is \$20.76 - \$1,000.00 to \$1,999.99 is \$28.81 - \$2,000.00 to \$3,499.99 is \$39.20 - over \$3,500.00 is 2.7% of order, and no restocking fee except on Renaissance Reading Software \$25.00.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature J. Scott Chain, Executive Director of Sales

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.
Vendor Signature

Follett Library Resources, Inc.
Company Name

Approved for Renewal:

Edinburg CISD Date

Non-discrimination Statement
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, ni discapacidad dentro de sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 20, 2011

Dear Free Spirit Publishing,

FAX: 866-419-5199

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 1 to 29 is 0% - 30 to 99 is 15% - 100 to 175 is 20% - 176 to 250 is 25% - 251 + is 30%, delivery time - 7 to 10 days, no minimum order, shipping fee up to \$29.99 is \$4.95 - \$30 to \$49.99 is \$5.95 - \$50 to \$69.99 is \$7.95 - \$70 to \$99.99 is \$9.99 - \$100 + is 10%, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.
Vendor Signature

Free Spirit Publishing Inc.
Company Name

Approved for Renewal:

\_\_\_\_\_
Edinburg CISD Date

Non-discrimination Statement
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311



September 20, 2011

Dear Gateway Printing & Office Supply,

FAX: 956-383-4676

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 28%, delivery time - 1 day, no minimum order, no shipping fee, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

YES: B. Alford, per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_, I am not interested in extending my awarded contract.  
Vendor Signature

Gateway Printing & Office Supply, Inc.  
Company Name

**Approved for Renewal:**

\_\_\_\_\_  
Edinburg CISD Date

Non-discrimination Statement  
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.  
Es política del Distrito Escolar de Edinburg el no discriminar por razones como sexo, edad, religión, raza, color o origen nacional, ni discapacidades dentro de sus programas educativos.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311



September 20, 2011

Dear Houghton Mifflin Harcourt Pub.,

FAX: 512-628-7209

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time -- 45 days, no minimum order, shipping fee to \$100 is \$10 - \$100 to \$2K is 10% - \$2k to \$10K is 8% - \$10K to \$50K is \$7.50 - Tech ship ground \$18 per unit, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

Michael Muench per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.  
Vendor Signature

Houghton Mifflin Harcourt, Pub.  
Company Name

Approved for Renewal:

\_\_\_\_\_  
Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. Es política del Distrito Escolar de Edinburg de no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, ni sus programas educativos.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311



September 20, 2011

Dear Jarret Publishing,

FAX: 631-588-4722

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 10 days, minimum order 10 copies each title, shipping fee 10%, and restocking fee 20%.

We are interested in knowing whether your company will extend this contract for an additional contract period. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

Jarrett Publishing  
YES: Anna Spencer per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.  
Vendor Signature

Jarrett Publishing  
Company Name

Approved for Renewal:

\_\_\_\_\_  
Edinburg CISD Date

Non-discrimination Statement  
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.  
Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, ni discapacidades dentro de sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 20, 2011

Dear Kamico Industrial Media, Inc.

FAX: 254-947-7284

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 2 to 3 business days, no minimum order, no shipping fee, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Handwritten Signature: Kelly Michael, CEO] per original discounts, terms, and conditions.
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.
Vendor Signature

KAMICO Instructional Media, Inc.
Company Name

Approved for Renewal:

\_\_\_\_\_
Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, ni discapacidades dentro de sus programas educacionales.

EXHIBIT \_\_\_\_\_





EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 20, 2011

Dear Laureate Learning Systems;

FAX: 802-655-4757

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 7 to 10 business days, no minimum order, shipping fee \$1 to \$50 is \$5 - \$51 to \$100 is \$15 - \$101 to \$250 is \$25 - \$251 to \$500 is \$30 - \$501 to \$1,000 is \$40 - \$1,001 to \$1,600 is \$65 - over \$1,600 is 5%, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature], per original discounts, terms, and conditions.
Vendor Signature

NO: \_\_\_\_\_, I am not interested in extending my awarded contract.
Vendor Signature

Laureate Learning Systems Inc
Company Name

Approved for Renewal:

Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, handicap, religión, raza, color o origen nacional, ni de asociarse con una organización discriminatoria.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 20, 2011

Dear Mind Ware;

FAX: 888-299-9273

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 10 days, no minimum order, shipping fee up to \$25 is \$6.50 - \$25 to \$49.99 is \$8.99 - \$50 to \$74.99 is \$10.99 - \$75 to \$99.99 is \$12.99 - \$100 to \$149.99 is \$14.99 - \$150 to \$499.99 is 10% - \$500 + is 5%, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.
Vendor Signature

[Signature]
Company Name

Approved for Renewal:

\_\_\_\_\_
Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color origen nacional, ni discapacidades dentro de sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311



September 20, 2011

WHEN ORDERING  
YOU MUST REFER TO

QUOTATION  
No.

53963

Dear Nasco;

FAX: 920-563-8296

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 10% on Ag. Science, Early Learning ess, Family & Consumer Science, Hands on Health, Psy Edu & Team Sports, Reading Resources, & Sp. Ed. - 15% on Ekle Math & Sci, Geo & Algebra, Math, Science, - 20% on Arts & Crafts - 5% on "Z" items, delivery time - 7 to 21 days, minimum order \$50.00, shipping free except Live or hazardous material or items with "Z" or "KM" truck logo prefix, no restocking fee, and reference #53963.

We are interested in knowing whether your company will extend this contract for an additional contract period. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

YES: \_\_\_\_\_, per original discounts, terms, and conditions.  
Vendor Signature Dave Johnson, Manager of Contract Sales

NO: \_\_\_\_\_, I am not interested in extending my awarded contract.  
Vendor Signature

Nasco  
Company Name

Approved for Renewal:

\_\_\_\_\_  
Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.  
Es política del Distrito Escolar de Edinburg no discriminar por razones con base en sexo, edad, religión, raza, color o origen nacional, ni discapacidades dentro de sus programas educacionales.

FAXG3 Nr: 596928 from NVS:FAXG3.I0.0801/+19563834896 to NVS:PRINTER.01/CEPRT3 (Page 1 of 1)  
Date 09/20/11 14:25 - Status: Server NASCOHPE1 accepted send job  
Subject: 1 page(s) received.

EXHIBIT \_\_\_\_\_







EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311



September 20, 2011

Dear Pieces of Learning;

FAX: 800-844-0455

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 10% off orders \$500 add shipping - 20% off order over \$1,000 free shipping, delivery time -5 to 7 days, no minimum order, shipping fee yes check catalog for shipping amount, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

YES: *Emily Melum*  
*Pieces of Learning*, per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_, I am not interested in extending my awarded contract.  
Vendor Signature

*Pieces of Learning / Emily Melum*  
Company Name

Approved for Renewal:

\_\_\_\_\_  
Edinburg CISD Date *9/20/11*

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. En política del Distrito Escolar de Edinburg de no discriminar por motivo de sexo, edad, religión, raza, color o origen nacional. No discriminación dentro de sus programas educativos.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 20, 2011

Dear Riverside Publishing;

FAX: 630-467-7192

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0% - quantity discount available call company, delivery time - 21 days, no minimum order, shipping fee under \$100 is \$10 - \$100 to \$3,000 is 10% - \$3,000 to \$10,000 is 8% - \$10,000 to \$50,000 is 7.5%, and yes restocking fee contact company.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

Handwritten signature of Michael J. Muenks

per original discounts, terms, and conditions.
Vendor Signature

NO: I am not interested in extending my awarded contract.
Vendor Signature

Handwritten signature of Riverside Publishing
Company Name

Approved for Renewal:

Edinburg CISD Date

Non-discrimination Statement
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es el policy del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religion, raza, color, o origen nacional, ni discapacidad dentro de sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
P.O. Box Drawer 990  
Edinburg, Texas 78540  
Purchasing Department  
Phone: (956) 289-2311



September 20, 2011

09-26-11 A10:49 OUT

Dear Sure Score;

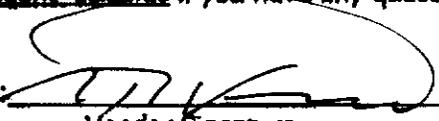
FAX: 888-470-8015

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL  
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 10%, delivery time - 7 days, minimum order 100 materials, no shipping fee, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at [j.kingan@ecisd.us](mailto:j.kingan@ecisd.us) if you have any questions regarding this contract.

YES:  per original discounts, terms, and conditions.  
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.  
Vendor Signature

See Score, Inc.  
Company Name

Approved for Renewal:

\_\_\_\_\_  
Edinburg CISD Date

Non-Discrimination Statement  
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.  
Es posible que Distrito Escolar de Edinburg no se discrimine por razones que basen en sexo, edad, religión, raza, color o origen nacional, en sus programas educativos.



Sep-20-11 02:06pm From-EDINBURG CISD PURCHASING DEPT

9568837687

T-726 P.01/01 F-028



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 20, 2011

FAX: 831-393-3277

Dear The Critical Thinking Co.,

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0% call for quantity discounts, delivery time - 3 days, minimum order \$1.00, no shipping fee, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.
Vendor Signature

The Critical Thinking Co.
Company Name

Approved for Renewal:

Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. Es policy del Distrito Escolar de Edinburg es no discriminar por razones con base en sexo, edad, religion, raza, color o origen nacional, en sus programas educativos.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 20, 2011

Dear Thinking Maps, Inc;

FAX: 919-678-8782

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 10 to 14 days, no minimum order, shipping fee is 6% minimum \$7.00, and no restocking fee.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature

NO: \_\_\_\_\_ I am not interested in extending my awarded contract.
Vendor Signature

Thinking Maps Inc 210 Bul. 2424
Company Name

Approved for Renewal:

Edinburg CISD Date

Non-discrimination Statement
It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color origen nacional, ni discapacidad dentro de sus programas educacionales.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311



September 20, 2011

Dear Zaner - Bloser, Inc.,

FAX: 614-487-2699

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 11-07, GIFTED & TALENTED INSTRUCTIONAL MATERIAL

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start November 1, 2011 or soon thereafter and end September 30, 2012. Your discount is 0%, delivery time - 7 to 10 days, no minimum order, shipping fee is 9% of order, and no restocking fee call for return authorization 800-421-3013.

We are interested in knowing whether your company will extend this contract for an additional contract period. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature

NO: \_\_\_\_\_, I am not interested in extending my awarded contract.
Vendor Signature

Zaner-Bloser, Inc.
Company Name

Approved for Renewal:

Edinburg CISD Date

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color u origen nacional, ni discapacidades dentro de sus programas educacionales.

**APPROVAL OF BID 12-05, EMPLOYEE UNIFORMS**

**Superintendent's Recommendation**

That the Board of Trustees approve the recommendation to accept the bid for Employee Uniforms, which is indicated in the attached bid tabulation as being the most favorable and advantageous to the Edinburg CISD.

**Rationale**

Administration sought competitive sealed bids for Employee Uniforms. Bid opening was held at the Administration Building on September 30, 2011, at 2:30 P.M., where five (5) proposals were opened. The Employee Uniform bid is used to provide 5 sets of uniforms for all maintenance, custodial, and transportation employees district wide on an annual basis. This bid will also be used by the Child Nutrition Department for all the cafeteria employees in the forty one (41) schools plus the warehouse.

**User Department**

This bid will be used by Maintenance and Facilities, Transportation and Child Nutrition Departments.

**Budgetary Information**

**Estimated Award Recommendation** **\$115,900.75**

| Account                   | Description               | Appropriations    | Encumbrance      | Expenditure | Balance          |
|---------------------------|---------------------------|-------------------|------------------|-------------|------------------|
| 199-51-6396-00-936-299000 | Clothing/Employee uniform | 53,129.00         | 4,156.48         | 0.00        | 48,972.52        |
| 199-34-6396-00-939-299000 | Clothing/Employee uniform | 33,000.00         | 0.00             | 0.00        | 33,000.00        |
| 101-35-6396-00-938-299000 | Clothing/Employee uniform | 35,000.00         | 32,823.49        | 0.00        | 2,176.51         |
| <b>TOTAL</b>              |                           | <b>121,129.00</b> | <b>36,979.97</b> | <b>0.00</b> | <b>84,149.03</b> |

**Resource Personnel**

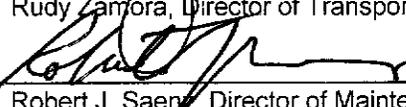
|                    |                      |                   |
|--------------------|----------------------|-------------------|
| Dr. René Gutiérrez | Dr. Rebecca Morrison | Mario H. Salinas  |
| Sylvia D. Garcia   | Robert J. Saenz      | Rudy Zamora       |
| Jaime O. Perez     | Amaro Tijerina       | Jacqueline Kingan |

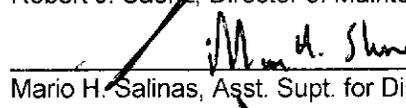
**Board Policy Reference**

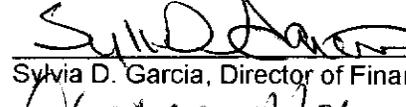
This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

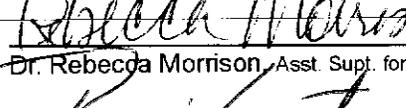
Requested by:   
 Jaime O. Perez, Director of Child Nutrition

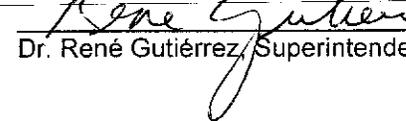
  
 Rudy Zamora, Director of Transportation

  
 Robert J. Saenz, Director of Maintenance/Facilities

Approved by:   
 Mario H. Salinas, Asst. Supt. for District Administration

Within Budgetary Allocations:   
 Sylvia D. Garcia, Director of Finance

Approved by:   
 Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:   
 Dr. René Gutiérrez, Superintendent of Schools

**Notes for Bid Tabulation  
Bid 12-05, Employee Uniforms  
October 25, 2011**

1. **USER DEPARTMENT:** This bid was requested by Director of Maintenance and Facilities, Director of Transportation, and the Director of Child Nutrition. Mr. Robert J. Saenz, Mr. Rudy Zamora, and Mr. Jaime O. Perez will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract beginning November 1, 2011 and ending October 31, 2012 with an option to renew for another three (3) year contract period.
3. **BID EVALUATION:** This bid was evaluated by Mr. Robert J. Saenz, Mr. Rudy Zamora, and Mr. Jaime O. Perez. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Maintenance & Facilities, Transportation, and Child Nutrition Departments will prepare the purchase orders on an as needed basis following Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$112,411.00**
6. **TOTAL AWARD RECOMMENDATION:**

| VENDORS                                     | AWARD RECOMMENDATION  |
|---------------------------------------------|-----------------------|
| Class Uniforms                              | \$86,225.76           |
| Duratex Apparel                             | \$19,500.00           |
| Unifirst Holding, Inc                       | \$10,175.00           |
| <b>ESTIMATED TOTAL AWARD RECOMMENDATION</b> | <b>\$115,900.76 *</b> |

\* Uniforms will be purchased for new employees and replacement of old as needed.

7. **BID EVALUATION NOTES:**
  - A - Award recommendation to lowest overall and most advantageous bidder.
  - 1 - Used low total for the Department.
  - 2 - Poor quality from past use of product.

EXHIBIT \_\_\_\_\_

|                                                   |                              |                   |                         |
|---------------------------------------------------|------------------------------|-------------------|-------------------------|
| EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT | VENDOR 1 (5903)              | VENDOR 2 (6263)   | VENDOR 3 (342)          |
| EXTENDED AMOUNT ANALYSIS                          | -----                        |                   |                         |
|                                                   | CLASS UNIFORMS INC.          | DURATEX APPAREL   | UNIFIRST HOLDINGS, INC. |
| CONTROL: 11 UNIFORMS                              | LAREDO TX 78041              | EDINBURG TX 78539 | MCALLEN TX 78501        |
| PAGE/PART: 1/1                                    | DELIVERY DAYS: 30            | 30                | 30                      |
| BUYER: KAY GREEN                                  | TERMS: -2% IF PAID IN 5 DAYS | NET 30            | NET 30                  |
| OPEN DATE: 08/30/11                               | OTHER 1:                     | LEILA TUERME      | CARLOS TORRES           |
| EFFECTIVE: 11/01/11                               | OTHER 2:                     |                   |                         |
| EXPIRATION: 10/31/12                              | NOTE:                        |                   |                         |
| ENTERED: 09/30/11                                 | CODES:                       |                   |                         |
| PRINTED: 10/13/11                                 |                              |                   |                         |

MAINTENANCE & FACILITIES DEPARTMENT

|                |                                                                                               |          |              |            |            |
|----------------|-----------------------------------------------------------------------------------------------|----------|--------------|------------|------------|
| 200-85-10010-3 | MEN'S INDUSTRIAL UNIFORM PANT, SOFT TWILL UNIFORM PANT<br>7-1/2 oz twill fabric;              | 600 EACH | 6900.00* A ✓ | 8700.00    | 8700.00    |
| 200-85-10020-2 | MEN'S INDUSTRIAL UNIFORM PANT, SOFT TWILL UNIFORM PANT<br>7-1/2 oz twill fabric,              | 100 EACH | 1379.00* A ✓ | 1600.00    | 1650.00    |
| 200-85-10030-1 | MEN'S INDUSTRIAL UNIFORM PANT COTTON UNIFORM PANTS<br>8.5 oz the 100%                         | 150 EACH | 2277.00 A ✓  | 2175.00* 1 | 2500.50    |
| 200-85-10031-9 | MEN'S INDUSTRIAL UNIFORM PANT COTTON UNIFORM PANTS, same as ITEM 3<br>Colors: Charcoal, Navy; | 50 EACH  | 911.00 A ✓   | 800.00     | 933.50     |
| 200-85-10040-0 | MEN'S INDUSTRIAL UNIFORM PANT POLY/COTTON JEANS-STYLE PANT<br>7-1/2 oz twill fabric,          | 200 EACH | 2656.00* A ✓ | 3200.00    | 2900.00    |
| 200-85-10060-8 | MEN'S INDUSTRIAL UNIFORM PANT POLY/COTTON JEANS-STYLE PANT, same as                           | 100 EACH | 1594.00* A ✓ | 1850.00    | 1650.00    |
| 200-85-10070-7 | WOMEN'S INDUSTRIAL UNIFORM PANT, WOMEN'S ELASTIC BACK<br>7-1/2 oz twill fabric                | 50 EACH  | 648.00* A ✓  | 800.00     | 900.50     |
| 200-85-10075-6 | WOMEN'S INDUSTRIAL UNIFORM PANT, WITH ELASTIC BACK, same as ITEM 7                            | 50 EACH  | 777.50* A ✓  | 900.00     | 1079.00    |
| 200-85-10080-6 | WOMEN'S INDUSTRIAL UNIFORM PANT, WOMEN'S FLEX WAIST<br>7-1/2 oz twill fabric,                 | 300 EACH | 3633.00* A ✓ | NB         | 4374.00    |
| 200-85-10085-5 | WOMEN'S INDUSTRIAL UNIFORM PANT, WOMEN'S FLEX WAIST, same as ITEM 9                           | 100      | 1453.00* A ✓ | NB         | 1658.00    |
| 200-85-10090-5 | LADIES SHORT SLEEVE SMOCK<br>5 oz performance blend poplin fabric 80% dacron                  | 200 EACH | 2676.00 A ✓  | 3200.00    | 2574.00* 1 |
| 200-85-10095-4 | LADIES SHORT SLEEVE SMOCK, same as ITEM 11, Sizes 2X Large to 4X                              | 100 EACH | 1755.00 A ✓  | 1800.00    | 1487.00* 1 |

EXHIBIT \_\_\_\_\_

| EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT<br>EXTENDED AMOUNT ANALYSIS                                        | VENDOR 1 (5903)                        | VENDOR 2 (6263)                      | VENDOR 3 (342)                              |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------------|---------------------------------------------|
| CONTROL: 11 UNIFORMS                                                                                                 | CLASS UNIFORMS INC.<br>LAREDO TX 78041 | DURATEX APPAREL<br>EDINBURG TX 78539 | UKIFIRST HOLDINGS, INC.<br>MCALLEN TX 78501 |
| PAGE/PART: 2/1                                                                                                       | DELIVERY DAYS: 30                      | 30                                   | 30                                          |
| BUYER: KAY GREEN                                                                                                     | TERMS: -2% IF PAID IN 5 DAYS           | NET 30                               | NET 30                                      |
| OPEN DATE: 08/30/11                                                                                                  | OTHER 1:                               | LEILA TUEME                          | CARLOS TORRES                               |
| EFFECTIVE: 11/01/11                                                                                                  | OTHER 2:                               |                                      |                                             |
| EXPIRATION: 10/31/12                                                                                                 | NOTE:                                  |                                      |                                             |
| ENTERED: 09/30/11                                                                                                    | CODES:                                 |                                      |                                             |
| PRINTED: 10/13/11                                                                                                    |                                        |                                      |                                             |
| Large                                                                                                                |                                        |                                      |                                             |
| 200-85-10120-0 POLO KNIT SHIRTS,<br>POLY/COTTON PIQUE POCKET<br>POLO<br>50% polyester/50% cotton                     | 400 EACH                               | 6764.00 A ✓                          | 6400.00 5308.00* 1                          |
| 200-85-10125-9 POLO KNIT SHIRTS,<br>POLY/COTTON PIQUE POCKET<br>POLO, same as ITEM 13,<br>Color: Navy with White     | 100 EACH                               | 1691.00 A ✓                          | 1600.00 1427.00* 1                          |
| 200-85-10150-7 100% COTTON LONG SLEEVE<br>SHIRTS<br>5-1/4 oz special twill;<br>100% cotton; pre-shrunk;              | 18 EACH                                | 283.32 A ✓                           | NB 238.32* 1                                |
| 200-85-10155-6 100% COTTON LONG SLEEVE<br>SHIRT, same as ITEM 15,<br>Color: Light Blue with<br>Navy Embroidery or    | 18 EACH                                | 340.02 A ✓                           | NB 256.32* 1                                |
| 200-85-10160-6 MEN'S INDUSTRIAL SHIRT -<br>LONG SLEEVE<br>4-1/4 oz poplin fabric;<br>65% dacron polyester 35%        | 100 EACH                               | 1290.00 A ✓                          | 1750.00 1045.00* 1                          |
| 200-85-10165-5 MEN'S INDUSTRIAL SHIRT -<br>LONG SLEEVE, same as<br>ITEM 17, Color: Light<br>Blue with Navy           | 50 EACH                                | 645.00 A ✓                           | 975.00 622.50* 1                            |
| 200-85-10170-5 MEN'S INDUSTRIAL SHIRT -<br>SHORT SLEEVE<br>4-1/4 oz poplin fabric;<br>65% dacron polyester/35%       | 200 EACH                               | 2380.00 A ✓                          | 3400.00 1756.00* 1                          |
| 200-85-10171-3 MEN'S INDUSTRIAL SHIRT -<br>SHORT SLEEVE, same as<br>ITEM 19<br>Color: Light Blue with                | 50 EACH                                | 595.00 A ✓                           | 950.00 539.00* 1                            |
| 200-85-10172-1 SHORT SLEEVE OXFORD<br>SHIRT<br>His easy care Oxford<br>short sleeve shirt, 60%                       | 75 EACH                                | 1130.25 A ✓                          | 1575.00 846.00* 1                           |
| 200-85-10173-9 SHORT SLEEVE OXFORD<br>SHIRT, same as ITEM 21,<br>Colors: French Blue with<br>White Embroidery, White | 25 EACH                                | 406.50 A ✓                           | 575.00 332.00* 1                            |
| 200-85-10174-7 LONG SLEEVE OXFORD<br>SHIRT<br>His easy care Oxford<br>long Sleeve Shirt, 60%                         | 300 EACH                               | 5061.00 A ✓                          | 6300.00 3750.00* 1                          |
| 200-85-10175-4 SHORT SLEEVE OXFORD<br>SHIRT 60/40, same as<br>ITEM 23, Color: French<br>Blue with Navy               | 25 EACH                                | 506.50 A ✓                           | 575.00 362.50* 1                            |

EXHIBIT \_\_\_\_\_

| EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT |                                                                                                        | VENDOR 1 (5903)                        | VENDOR 2 (6263)                      | VENDOR 3 (342)                              |            |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------------|---------------------------------------------|------------|
| EXTENDED AMOUNT ANALYSIS                          |                                                                                                        | CLASS UNIFORMS INC.<br>LAREDO TX 78041 | DURATEX APPAREL<br>EDINBURG TX 78539 | UNIFIRST HOLDINGS, INC.<br>MCALLEN TX 78501 |            |
| CONTROL: 11 UNIFORMS                              |                                                                                                        |                                        |                                      |                                             |            |
| PAGE/PART: 3/1                                    | DELIVERY DAYS: 30                                                                                      |                                        | 30                                   | 30                                          |            |
| BUYER: KAY GREEN                                  | TERMS: -2% IF PAID IN 5 DAYS                                                                           |                                        | NET 30                               | NET 30                                      |            |
| OPEN DATE: 08/30/11                               | OTHER 1:                                                                                               |                                        | LEILA TUEME                          | CARLOS TORRES                               |            |
| EFFECTIVE: 11/01/11                               | OTHER 2:                                                                                               |                                        |                                      |                                             |            |
| EXPIRATION: 10/31/12                              | NOTE:                                                                                                  |                                        |                                      |                                             |            |
| ENTERED: 09/30/11                                 | CODES:                                                                                                 |                                        |                                      |                                             |            |
| PRINTED: 10/13/11                                 |                                                                                                        |                                        |                                      |                                             |            |
| 200-85-10180-4                                    | MEN'S PERMANLINED JACKETS<br>65% polyester/35% cotton<br>twill shell waist -                           | 100 EACH                               | 2735.00 A ✓                          | 3000.00                                     | 2556.00* 1 |
| 200-85-10185-3                                    | MEN'S PERMANLINED JACKET, same as ITEM 25,<br>Color: Navy with White<br>Embroidery sizes: 2X           | 50 EACH                                | 1640.50 A ✓                          | 1650.00                                     | 1378.00* 1 |
| 200-85-10190-3                                    | MEN'S NYLON JACKET<br>100% duplon nylon; kasha<br>lining; raglan sleeves;<br>elastic cuffs;            | 100 EACH                               | 2539.00 A ✓                          | NB                                          | 2477.00    |
| 200-85-10195-2                                    | MEN'S NYLON JACKET, same<br>as ITEM 27, Color: Navy<br>with White Embroidery,<br>Sizes: 2X Large to 4X | 50 EACH                                | 1523.00 A ✓                          | NB                                          | 1338.50    |
| 200-85-10200-0                                    | CAPS<br>100% cotton twill cap<br>matching braid; five<br>panel cap; non-mesh                           | 500 EACH                               | 2000.00* A ✓                         | NB                                          | 3750.00    |
| 200-85-10210-9                                    | CAPS<br>Poplin mesh cap matching<br>braid; five panel cap;<br>mesh back; sewn eyelets;                 | 200 EACH                               | 800.00* A ✓                          | NB                                          | 1200.00    |
|                                                   | GROUP TOTAL                                                                                            |                                        | 58989.59 LT                          | 53775.00 NI                                 | 59588.64   |

TRANSPORATION DEPARTMENT

|                |                                                                                                  |          |              |         |              |
|----------------|--------------------------------------------------------------------------------------------------|----------|--------------|---------|--------------|
| 200-85-20010-1 | MEN'S INDUSTRIAL SHIRTS<br>- SHORT SLEEVE<br>4-1/4 oz poplin fabric;<br>65% dacron polyester/35% | 300 EACH | 4200.00      | 4500.00 | 2634.00* A ✓ |
| 200-85-20015-0 | MEN'S INDUSTRIAL SHIRTS<br>- SHORT SLEEVE, same as<br>ITEM 31, Color:<br>White/Blue Striped with | 200 EACH | 2800.00      | 3400.00 | 1916.00* A ✓ |
| 200-85-20020-0 | MEN'S INDUSTRIAL SHIRTS<br>- LONG SLEEVE, 4-1/4 oz<br>poplin fabric; 65%<br>Dacron polyester/35% | 300 EACH | 4500.00      | 4500.00 | 3135.00* A ✓ |
| 200-85-20025-9 | MEN'S INDUSTRIAL SHIRTS<br>- LONG SLEEVE, same as<br>ITEM 33, Color:<br>White/Blue Stripe with   | 200 EACH | 3000.00      | 3400.00 | 2490.00* A ✓ |
| 200-85-20040-8 | MEN'S POLO KNIT SHIRTS,<br>interlock Jersey knit<br>fabric; 50% comfort<br>fiber polyester/50%   | 600 EACH | 5100.00* A ✓ | 7800.00 | 7962.00      |

EXHIBIT \_\_\_\_\_

| EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT<br>EXTENDED AMOUNT ANALYSIS | VENDOR 1 (5903)                        | VENDOR 2 (6263)                      | VENDOR 3 (342)                              |
|-------------------------------------------------------------------------------|----------------------------------------|--------------------------------------|---------------------------------------------|
|                                                                               | CLASS UNIFORMS INC.<br>LAREDO TX 78041 | DURATEX APPAREL<br>EDINBURG TX 78539 | UNIFIRST HOLDINGS, INC.<br>MCALLEN TX 78501 |
| CONTROL: 11 UNIFORMS                                                          | DELIVERY DAYS: 30                      | 30                                   | 30                                          |
| PAGE/PART: 4/1                                                                | TERMS: -2% IF PAID IN 5 DAYS           | NET 30                               | NET 30                                      |
| BUYER: KAY GREEN                                                              | OTHER 1:                               | LEILA TUEME                          | CARLOS TORRES                               |
| OPEN DATE: 08/30/11                                                           | OTHER 2:                               |                                      |                                             |
| EFFECTIVE: 11/01/11                                                           | NOTE:                                  |                                      |                                             |
| EXPIRATION: 10/31/12                                                          | CODES:                                 |                                      |                                             |
| ENTERED: 09/30/11                                                             |                                        |                                      |                                             |
| PRINTED: 10/13/11                                                             |                                        |                                      |                                             |

|                                                                                                                        |          |              |          |          |
|------------------------------------------------------------------------------------------------------------------------|----------|--------------|----------|----------|
| 200-85-20045-7 MEN'S POLO KNIT SHIRTS,<br>same as ITEM 35, Color:<br>Red OR Navy Blue with<br>White Embroidery, Sizes: | 400 EACH | 3600.00* A ✓ | 6000.00  | 6108.00  |
| GROUP TOTAL                                                                                                            |          | 23200.00 LT  | 29600.00 | 24245.00 |

CHILD NUTRITION DEPARTMENT

|                                                                                                                    |          |              |         |           |
|--------------------------------------------------------------------------------------------------------------------|----------|--------------|---------|-----------|
| 200-85-30030-7 WOMEN'S INDUSTRIAL<br>UNIFORM PANT, ELASTIC<br>BACK<br>7-1/2 oz, twill fabric                       | 150 EACH | 1944.00* A ✓ | 2400.00 | 2187.00   |
| 200-85-30035-6 WOMEN'S INDUSTRIAL<br>UNIFORM PANT, ELASTIC<br>BACK, Same as Item 37,<br>Color: Khaki, Sizes: 2X    | 62 EACH  | 964.10* A ✓  | 1116.00 | 965.96    |
| 200-85-30040-6 WOMEN'S INDUSTRIAL<br>UNIFORM PANT, Flex<br>waist, 7-1/2 oz, twill<br>fabric, flex waist with       | 535 EACH | 6478.85* A ✓ | NB      | 7800.30   |
| 200-85-30045-5 WOMEN'S INDUSTRIAL<br>UNIFORM PANT, Flex<br>waist, same as ITEM 39,<br>Color: Khaki, Sizes: 2X      | 200 EACH | 2906.00* A ✓ | NB      | 3316.00   |
| 200-85-30050-5 LADIES SHORT SLEEVE<br>SMOCK, 5 oz performance<br>blend poplin fabric, 80%<br>dacron polyester/20%  | 9 EACH   | 120.42 A ✓   | 121.50  | 115.83* 2 |
| 200-85-30055-4 LADIES SHORT SLEEVE<br>SMOCK, same as ITEM 41,<br>Color: White with Navy<br>Embroidery, Sizes: 2X   | 6 EACH   | 105.30 A ✓   | 90.00   | 89.22* 2  |
| 200-85-30060-4 MEN'S INDUSTRIAL SHIRT,<br>Long Sleeve 4-1/4 oz<br>poplin fabric; 65%<br>dacron polyester 35%       | 3 EACH   | 38.70 A ✓    | NB      | 31.35* 2  |
| 200-85-30065-3 MEN'S INDUSTRIAL SHIRT,<br>LONG SLEEVE, same as<br>ITEM 43, Shirt color to<br>be decided at time of | 2 EACH   | 25.80 A ✓    | 36.00   | 24.90* 2  |
| 200-85-30070-3 MEN'S INDUSTRIAL SHIRT -<br>SHORT SLEEVE, 4-1/4 oz<br>poplin fabric; 65%<br>dacron polyester/35%    | 60 EACH  | 714.00 A ✓   | 1050.00 | 526.80* 2 |
| 200-85-30075-2 MEN'S INDUSTRIAL SHIRTS<br>- SHORT SLEEVE, same as<br>ITEM 45, Sizes: 2X Large<br>to 4X Large       | 20 EACH  | 238.00 A ✓   | 390.00  | 215.60* 2 |

EXHIBIT \_\_\_\_\_

|                                                   |                              |                   |                         |
|---------------------------------------------------|------------------------------|-------------------|-------------------------|
| EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT | VENDOR 1 (5903)              | VENDOR 2 (6263)   | VENDOR 3 (342)          |
| EXTENDED AMOUNT ANALYSIS                          | -----                        |                   |                         |
| CONTROL: 11 UNIFORMS                              | CLASS UNIFORMS INC.          | DURATEX APPAREL   | UNIFIRST HOLDINGS, INC. |
| PAGE/PART: 5/1                                    | LAREDO TX 78041              | EDINBURG TX 78539 | MCALLEN TX 78501        |
| BUYER: KAY GREEN                                  | DELIVERY DAYS: 30            | 30                | 30                      |
| OPEN DATE: 08/30/11                               | TERMS: -2% IF PAID IN 5 DAYS | NET 30            | NET 30                  |
| EFFECTIVE: 11/01/11                               | OTHER 1:                     | LEILA TUEME       | CARLOS TORRES           |
| EXPIRATION: 10/31/12                              | OTHER 2:                     |                   |                         |
| ENTERED: 09/30/11                                 | NOTE:                        |                   |                         |
| PRINTED: 10/13/11                                 | CODES:                       |                   |                         |

|                |                                                                                                           |           |              |              |          |
|----------------|-----------------------------------------------------------------------------------------------------------|-----------|--------------|--------------|----------|
| 200-85-30080-2 | MEN'S INDUSTRIAL UNIFORM<br>PANT, SOFT TWILL UNIFORM<br>PANT, 7-1/2 oz twill<br>fabric; 65% fortrel       | 255 EACH  | 2932.50* A ✓ | 4080.00      | 3697.50  |
| 200-85-30085-1 | MEN'S INDUSTRIAL UNIFORM<br>PANT, SOFT TWILL UNIFORM<br>PANT, same as ITEM 47,<br>Color: Khaki, Sizes: 44 | 150 EACH  | 2068.50* A ✓ | 2400.00      | 2475.00  |
| 200-85-30090-1 | UNISEX POLO KNIT SHIRTS,<br>Textured raised Jersey<br>with coordinated stripe<br>trim onthe collar and    | 1000 EACH | 8500.00* 2   | 13000.00 A ✓ | 13270.00 |
| 200-85-30095-0 | UNISEX POLO KNIT SHIRTS,<br>same as ITEM 49, Color:<br>to be decided when<br>purchased,                   | 500 EACH  | 4500.00* 2   | 6500.00 A ✓  | 7135.00  |
|                | GROUP TOTAL                                                                                               |           | 31536.17 LT  | 31183.50 NI  | 41850.46 |

|               |              |              |           |
|---------------|--------------|--------------|-----------|
| CONTROL TOTAL | 113725.76 LT | 114558.50 NI | 125684.10 |
|---------------|--------------|--------------|-----------|

|                      |                  |                  |                  |
|----------------------|------------------|------------------|------------------|
| Award Recommendation | <u>86,225.76</u> | <u>19,500.00</u> | <u>10,175.00</u> |
|----------------------|------------------|------------------|------------------|

ITEM COMMENTS

|       |                |
|-------|----------------|
| ITEM# | VENDOR COMMENT |
|-------|----------------|

CODE DEFINITIONS

- \* Low Bid On Item
- 1 See Evaluation Notes
- 2 See Evaluation Notes
- A AWARD RECOMMENDATION
- LT Low Total

- NB No Bid
- NI DidNot Bid All Items

EXHIBIT \_\_\_\_\_

|                      |                          |                      |
|----------------------|--------------------------|----------------------|
| CONTROL: 11 UNIFORMS | TYLER UNIFORMS, INC.     | G & K SERVICES       |
| PAGE/PART: 1/2       | TYLER TX 75702           | SAN ANTONIO TX 78204 |
| BUYER: KAY GREEN     | DELIVERY DAYS: 30        | 30                   |
| OPEN DATE: 08/30/11  | TERMS: NET 30            | NET 30               |
| EFFECTIVE: 11/01/11  | OTHER 1: WYNDELL ROBERTS | MARK LEWIS           |
| EXPIRATION: 10/31/12 | OTHER 2:                 |                      |
| ENTERED: 09/30/11    | NOTE:                    |                      |
| PRINTED: 10/13/11    | CODES:                   |                      |

MAINTENANCE & FACILITIES DEPARTMENT

|                |                                                                                                     |          |         |           |
|----------------|-----------------------------------------------------------------------------------------------------|----------|---------|-----------|
| 200-85-10010-3 | MEN'S INDUSTRIAL UNIFORM<br>PANT, SOFT TWILL UNIFORM<br>PANT<br>7-1/2 oz twill fabric;              | 600 EACH | 8280.00 | 8346.00   |
| 200-85-10020-2 | MEN'S INDUSTRIAL UNIFORM<br>PANT, SOFT TWILL UNIFORM<br>PANT<br>7-1/2 oz twill fabric,              | 100 EACH | 1656.00 | 1670.00   |
| 200-85-10030-1 | MEN'S INDUSTRIAL UNIFORM<br>PANT COTTON UNIFORM<br>PANTS<br>8.5 oz the 100%                         | 150 EACH | 2850.00 | 2365.50   |
| 200-85-10031-9 | MEN'S INDUSTRIAL UNIFORM<br>PANT COTTON UNIFORM<br>PANTS, same as ITEM 3<br>Colors: Charcoal, Navy; | 50 EACH  | 1140.00 | 796.50* 1 |
| 200-85-10040-0 | MEN'S INDUSTRIAL UNIFORM<br>PANT POLY/COTTON<br>JEANS-STYLE PANT<br>7-1/2 oz twill fabric,          | 200 EACH | 3340.00 | 2782.00   |
| 200-85-10060-8 | MEN'S INDUSTRIAL UNIFORM<br>PANT POLY/COTTON<br>JEANS-STYLE PANT, same<br>as                        | 100 EACH | 2004.00 | 1670.00   |
| 200-85-10070-7 | WOMEN'S INDUSTRIAL<br>UNIFORM PANT, WOMEN'S<br>ELASTIC BACK<br>7-1/2 oz twill fabric                | 50 EACH  | 817.50  | 853.50    |
| 200-85-10075-6 | WOMEN'S INDUSTRIAL<br>UNIFORM PANT, WITH<br>ELASTIC BACK, same as<br>ITEM 7                         | 50 EACH  | 981.00  | 1024.50   |
| 200-85-10080-6 | WOMEN'S INDUSTRIAL<br>UNIFORM PANT, WOMEN'S<br>FLEX WAIST<br>7-1/2 oz twill fabric,                 | 300 EACH | 4590.00 | 5184.00   |
| 200-85-10085-5 | WOMEN'S INDUSTRIAL<br>UNIFORM PANT, WOMEN'S<br>FLEX WAIST, same as ITEM<br>9                        | 100      | 1836.00 | 2074.00   |
| 200-85-10090-5 | LADIES SHORT SLEEVE<br>SMOCK<br>5 oz performance blend<br>poplin fabric 80% dacron                  | 200 EACH | 3300.00 | 3590.00   |
| 200-85-10095-4 | LADIES SHORT SLEEVE<br>SMOCK, same as ITEM 11,<br>Sizes 2X Large to 4X                              | 100 EACH | 1980.00 | 2154.00   |

|                      |                          |                      |
|----------------------|--------------------------|----------------------|
| CONTROL: 11 UNIFORMS | TYLER UNIFORMS, INC.     | G & K SERVICES       |
| PAGE/PART: 2/2       | TYLER TX 75702           | SAN ANTONIO TX 78204 |
| BUYER: KAY GREEN     | DELIVERY DAYS: 30        | 30                   |
| OPEN DATE: 08/30/11  | TERMS: NET 30            | NET 30               |
| EFFECTIVE: 11/01/11  | OTHER 1: WYNDELL ROBERTS | MARK LEWIS           |
| EXPIRATION: 10/31/12 | OTHER 2:                 |                      |
| ENTERED: 09/30/11    | NOTE:                    |                      |
| PRINTED: 10/13/11    | CODES:                   |                      |

Large

|                |                                                                                                       |          |         |         |
|----------------|-------------------------------------------------------------------------------------------------------|----------|---------|---------|
| 200-85-10120-0 | POLO KNIT SHIRTS,<br>POLY/COTTON PIQUE POCKET<br>POLO<br>50% polyester/50% cotton                     | 400 EACH | 7680.00 | 8500.00 |
| 200-85-10125-9 | POLO KNIT SHIRTS,<br>POLY/COTTON PIQUE POCKET<br>POLO, same as ITEM 13,<br>Color: Navy with White     | 100 EACH | 2304.00 | 2550.00 |
| 200-85-10150-7 | 100% COTTON LONG SLEEVE<br>SHIRTS<br>5-1/4 oz special twill;<br>100% cotton; pre-shrunk;              | 18 EACH  | 345.60  | 370.62  |
| 200-85-10155-6 | 100% COTTON LONG SLEEVE<br>SHIRT, same as ITEM 15,<br>Color: Light Blue with<br>Navy Embroidery or    | 18 EACH  | 414.72  | 444.78  |
| 200-85-10160-6 | MEN'S INDUSTRIAL SHIRT -<br>LONG SLEEVE<br>4-1/4 oz poplin fabric;<br>65% dacron polyester 35%        | 100 EACH | 1400.00 | 1879.00 |
| 200-85-10165-5 | MEN'S INDUSTRIAL SHIRT -<br>LONG SLEEVE, same as<br>ITEM 17, Color: Light<br>Blue with Navy           | 50 EACH  | 840.00  | 1127.50 |
| 200-85-10170-5 | MEN'S INDUSTRIAL SHIRT -<br>SHORT SLEEVE<br>4-1/4 oz poplin fabric;<br>65% dacron polyester/35%       | 200 EACH | 2500.00 | 3368.00 |
| 200-85-10171-3 | MEN'S INDUSTRIAL SHIRT -<br>SHORT SLEEVE, same as<br>ITEM 19<br>Color: Light Blue with                | 50 EACH  | 750.00  | 1010.50 |
| 200-85-10172-1 | SHORT SLEEVE OXFORD<br>SHIRT<br>His easy care Oxford<br>short sleeve shirt, 60%                       | 75 EACH  | 1237.50 | 1451.25 |
| 200-85-10173-9 | SHORT SLEEVE OXFORD<br>SHIRT, same as ITEM 21,<br>Colors: French Blue with<br>White Embroidery, White | 25 EACH  | 495.00  | 580.50  |
| 200-85-10174-7 | LONG SLEEVE OXFORD<br>SHIRT<br>His easy care Oxford<br>long Sleeve Shirt, 60%                         | 300 EACH | 5400.00 | 6315.00 |
| 200-85-10175-4 | SHORT SLEEVE OXFORD<br>SHIRT 60/40, same as<br>ITEM 23, Color: French<br>Blue with Navy               | 25 EACH  | 540.00  | 631.50  |

|                      |                          |                      |
|----------------------|--------------------------|----------------------|
| CONTROL: 11 UNIFORMS | TYLER UNIFORMS, INC.     | G & K SERVICES       |
| PAGE/PART: 3/2       | TYLER TX 75702           | SAN ANTONIO TX 78204 |
| BUYER: KAY GREEN     | DELIVERY DAYS: 30        | 30                   |
| OPEN DATE: 08/30/11  | TERMS: NET 30            | NET 30               |
| EFFECTIVE: 11/01/11  | OTHER 1: WYNDELL ROBERTS | MARK LEWIS           |
| EXPIRATION: 10/31/12 | OTHER 2:                 |                      |
| ENTERED: 09/30/11    | NOTE:                    |                      |
| PRINTED: 10/13/11    | CODES:                   |                      |

|                |                                                                                                        |          |            |          |
|----------------|--------------------------------------------------------------------------------------------------------|----------|------------|----------|
| 200-85-10180-4 | MEN'S PERMANLINED<br>JACKETS<br>65% polyester/35% cotton<br>twill shell waist -                        | 100 EACH | 3000.00    | 2799.00  |
| 200-85-10185-3 | MEN'S PERMANLINED<br>JACKET, same as ITEM 25,<br>Color: Navy with White<br>Embroidery sizes: 2X        | 50 EACH  | 1800.00    | 1679.50  |
| 200-85-10190-3 | MEN'S NYLON JACKET<br>100% duplon nylon; kasha<br>lining; raglan sleeves;<br>elastic cuffs;            | 100 EACH | 1700.00* 1 | 2499.00  |
| 200-85-10195-2 | MEN'S NYLON JACKET, same<br>as ITEM 27, Color: Navy<br>with White Embroidery,<br>Sizes: 2X Large to 4X | 50 EACH  | 1020.00* 1 | 1499.50  |
| 200-85-10200-0 | CAPS<br>100% cotton twill cap<br>matching braid; five<br>panel cap; non-mesh                           | 500 EACH | 3250.00    | 3395.00  |
| 200-85-10210-9 | CAPS<br>Poplin mesh cap matching<br>braid; five panel cap;<br>mesh back; sewn eyelets;                 | 200 EACH | 1300.00    | 1318.00  |
|                | GROUP TOTAL                                                                                            |          | 68751.32   | 73928.65 |

TRANSPORATION DEPARIMENT

|                |                                                                                                  |          |         |          |
|----------------|--------------------------------------------------------------------------------------------------|----------|---------|----------|
| 200-85-20010-1 | MEN'S INDUSTRIAL SHIRTS<br>- SHORT SLEEVE<br>4-1/4 oz poplin fabric;<br>65% dacron polyester/35% | 300 EACH | 4500.00 | 5052.00  |
| 200-85-20015-0 | MEN'S INDUSTRIAL SHIRTS<br>- SHORT SLEEVE, same as<br>ITEM 31, Color:<br>White/Blue Striped with | 200 EACH | 3600.00 | 4042.00  |
| 200-85-20020-0 | MEN'S INDUSTRIAL SHIRTS<br>- LONG SLEEVE, 4-1/4 oz<br>poplin fabric; 65%<br>Dacron polyster/35%  | 300 EACH | 5400.00 | 5637.00  |
| 200-85-20025-9 | MEN'S INDUSTRIAL SHIRTS<br>- LONG SLEEVE, same as<br>ITEM 33, Color:<br>White/Blue Stripe with   | 200 EACH | 4320.00 | 4510.00  |
| 200-85-20040-8 | MEN'S POLO KNIT SHIRTS,<br>interlock Jersey knit<br>fabric; 50% comfort<br>fiber polyster/50%    | 600 EACH | 6450.00 | 10906.00 |

EXHIBIT \_\_\_\_\_

|                      |                          |                      |
|----------------------|--------------------------|----------------------|
| CONTROL: 11 UNIFORMS | TYLER UNIFORMS, INC.     | G & K SERVICES       |
| PAGE/PART: 4/2       | TYLER TX 75702           | SAN ANTONIO TX 78204 |
| BUYER: KAY GREEN     | DELIVERY DAYS: 30        | 30                   |
| OPEN DATE: 08/30/11  | TERMS: NET 30            | NET 30               |
| EFFECTIVE: 11/01/11  | OTHER 1: WYNDELL ROBERTS | MARK LEWIS           |
| EXPIRATION: 10/31/12 | OTHER 2:                 |                      |
| ENTERED: 09/30/11    | NOTE:                    |                      |
| PRINTED: 10/13/11    | CODES:                   |                      |

|                                        |             |          |          |
|----------------------------------------|-------------|----------|----------|
| 200-85-20045-7 MEN'S POLO KNIT SHIRTS, | 400 EACH    | 5600.00  | 8648.00  |
| same as ITEM 35, Color:                |             |          |          |
| Red OR Navy Blue with                  |             |          |          |
| White Embroidery, Sizes:               |             |          |          |
|                                        | GROUP TOTAL | 29870.00 | 38695.00 |

CHILD NUTRITION DEPARTMENT

|                                         |          |         |         |
|-----------------------------------------|----------|---------|---------|
| 200-85-30030-7 WOMEN'S INDUSTRIAL       | 150 EACH | 2452.50 | 2560.50 |
| UNIFORM PANT, ELASTIC                   |          |         |         |
| BACK                                    |          |         |         |
| 7-1/2 oz, twill fabric                  |          |         |         |
| 200-85-30035-6 WOMEN'S INDUSTRIAL       | 62 EACH  | 1216.44 | 1270.38 |
| UNIFORM PANT, ELASTIC                   |          |         |         |
| BACK, Same as Item 37,                  |          |         |         |
| Color: Khaki, Sizes: 2X                 |          |         |         |
| 200-85-30040-6 WOMEN'S INDUSTRIAL       | 535 EACH | 8185.50 | 9244.80 |
| UNIFORM PANT, Flex                      |          |         |         |
| waist, 7-1/2 oz, twill                  |          |         |         |
| fabric, flex waist with                 |          |         |         |
| 200-85-30045-5 WOMEN'S INDUSTRIAL       | 200 EACH | 3672.00 | 4148.00 |
| UNIFORM PANT, Flex                      |          |         |         |
| waist, same as ITEM 39,                 |          |         |         |
| Color: Khaki, Sizes: 2X                 |          |         |         |
| 200-85-30050-5 LADIES SHORT SLEEVE      | 9 EACH   | 144.00  | 161.55  |
| SMOCK, 5 oz performance                 |          |         |         |
| blend poplin fabric, 80%                |          |         |         |
| dacron polyester/20%                    |          |         |         |
| 200-85-30055-4 LADIES SHORT SLEEVE      | 6 EACH   | 115.20  | 129.24  |
| SMOCK, same as ITEM 41,                 |          |         |         |
| Color: White with Navy                  |          |         |         |
| Embroidery, Sizes: 2X                   |          |         |         |
| 200-85-30060-4 MEN'S INDUSTRIAL SHIRT,  | 3 EACH   | 42.00   | 56.37   |
| Long Sleeve 4-1/4 oz                    |          |         |         |
| poplin fabric; 65%                      |          |         |         |
| dacron polyester 35%                    |          |         |         |
| 200-85-30065-3 MEN'S INDUSTRIAL SHIRT,  | 2 EACH   | 33.60   | 45.10   |
| LONG SLEEVE, same as                    |          |         |         |
| ITEM 43, Shirt color to                 |          |         |         |
| be decided at time of                   |          |         |         |
| 200-85-30070-3 MEN'S INDUSTRIAL SHIRT - | 60 EACH  | 750.00  | 1013.40 |
| SHORT SLEEVE, 4-1/4 oz                  |          |         |         |
| poplin fabric; 65%                      |          |         |         |
| dacron polyester/35%                    |          |         |         |
| 200-85-30075-2 MEN'S INDUSTRIAL SHIRTS  | 20 EACH  | 300.00  | 405.40  |
| - SHORT SLEEVE, same as                 |          |         |         |
| ITEM 45, Sizes: 2X Large                |          |         |         |
| to 4X Large                             |          |         |         |

|                      |                          |                      |                      |
|----------------------|--------------------------|----------------------|----------------------|
| CONTROL: 11 UNIFORMS |                          | TYLER UNIFORMS, INC. | G & K SERVICES       |
| PAGE/PART: 5/2       | DELIVERY DAYS: 30        | TYLER TX 75702       | SAN ANTONIO TX 78204 |
| BUYER: KAY GREEN     | TERMS: NET 30            |                      | NET 30               |
| OPEN DATE: 08/30/11  | OTHER 1: WYNDELL ROBERTS |                      | MARK LEWIS           |
| EFFECTIVE: 11/01/11  | OTHER 2:                 |                      |                      |
| EXPIRATION: 10/31/12 | NOTE:                    |                      |                      |
| ENTERED: 09/30/11    | CODES:                   |                      |                      |
| PRINTED: 10/13/11    |                          |                      |                      |

|                |                                                                                                           |           |           |           |
|----------------|-----------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|
| 200-85-30080-2 | MEN'S INDUSTRIAL UNIFORM<br>PANT, SOFT TWILL UNIFORM<br>PANT, 7-1/2 oz twill<br>fabric; 65% fortrel       | 255 EACH  | 3570.00   | 3547.05   |
| 200-85-30085-1 | MEN'S INDUSTRIAL UNIFORM<br>PANT, SOFT TWILL UNIFORM<br>PANT, same as ITEM 47,<br>Color: Khaki, Sizes: 44 | 150 EACH  | 2520.00   | 2505.00   |
| 200-85-30090-1 | UNISEX POLO KNIT SHIRTS,<br>Textured raised Jersey<br>with coordinated stripe<br>trim onthe collar and    | 1000 EACH | 21000.00  | 22750.00  |
| 200-85-30095-0 | UNISEX POLO KNIT SHIRTS,<br>same as ITEM 49, Color:<br>to be decided when<br>purchased,                   | 500 EACH  | 12600.00  | 13650.00  |
|                | GROUP TOTAL                                                                                               |           | 56601.24  | 61486.79  |
|                | CONTROL TOTAL                                                                                             |           | 155222.56 | 174110.44 |

Award Recommendation - 0 -

- 0 -

## 12-05, EMPLOYEE UNIFORMS

|                                                                                                                               |                                                                                                                   |                               |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 2901<br>A PLUS MARKETING<br>2513 VIOLET ST.<br>MCALLEN, TX 78504                                                              | 9<br>ABC CUSTOM ADVERTISING<br>5105 S MCCOLL RD<br>EDINBURG, TX 78539                                             | 74-2557188                    |
| 363<br>AMERICAN LINEN & INDUSTRIAL<br>also: AMERIPRIDE LINEN & APP<br>502 MCCAMPBELL/ PO BOX 9055<br>CORPUS CHRISTI, TX 78469 | 3646<br>AMERIPRIDE LINEN & APPAREL<br>502 MCCAMPBELL ROAD<br>**DELETED/SEE V#363*****<br>CORPUS CHRISTI, TX 78408 | 1-75-0988519<br>75-09088519   |
| 8951<br>ARAMAR UNIFORM & CAREER APPARE<br>115 N FIRST STREET<br>BURBANK, CA 91502                                             | 1132<br>BLUE STAR SPORTSWEAR INC<br>8244 EMBURY RD<br>GRAND BLANC, MI 48439-7031                                  | 38-2974518                    |
| 497<br>CINTAS CORPORATION #538<br>700 DAWSON RD.<br>MERCEDDES, TX 78570-4339                                                  | 3183<br>DEMOULIN BROS & COMPANY<br>1025 SOUTH 4TH STREET<br>GREENVILLE, IL 62246                                  | 1-57-03588036<br>37-0244250   |
| 6263<br>DURATEX APPAREL<br>2229 W. UNIVERSITY DR.<br>EDINBURG, TX 78539                                                       | 9147<br>EMBROIDERY EXPRESS<br>620 S. TEXAS BLVD - SUITE E<br>WESLACO, TX 78596                                    | 636446344                     |
| 7188<br>G & K SERVICES<br>425 JAMES RICHARD CLOSNER<br>SUITE A<br>LA FERIA, TX 78559                                          | 5548<br>GEMPLER'S INC.<br>P.O. BOX 44993<br>MADISON, WI 53744                                                     | 411670526<br>39-156-4801      |
| 4028<br>IMAGES IN INK, INC.<br>ATTN: VIOLA HANSHAW<br>3421 W. HWY. 83 STE #1<br>MCALLEN, TX 78501                             | 6989<br>IMPACT PROMOTIONS<br>1900 N. WARE RD.<br>MCALLEN, TX 78501                                                | 74-2852285<br>2-467-90-2197-2 |
| 8351<br>INTERNATIONAL APPAREL WAREHOUS<br>DBA; DURTEX APPAREL<br>4115 PECAN BLVD. SUITE C<br>MCALLEN, TX 78501                | 7924<br>KEL-LAC UNIFORMS INC.<br>7016 HWY 90 WEST<br>SAN ANTONIO, TX 78227                                        | 1-20-5707192-5<br>74-1156427  |
| 9810<br>MAGIC XPRESSIONS<br>3417 N 23RD ST - SUITE A<br>MCALLEN, TX 78501                                                     | 6792<br>MANNY'S UNIFORMS<br>1507 E MADISON ST<br>BROWNSVILLE, TX 78520                                            |                               |
| 7915<br>MILLER UNIFORMS & EMBLEMS INC<br>650 CANION ST<br>AUSTIN, TX 78752                                                    | 3865<br>MIRMONT UNIFORMS<br>P.O. BOX 7875<br>FORT WORTH, TX 76111                                                 | 74-2493737<br>94-3193728      |
| 3077<br>QUARTERMASTER UNIFORM<br>17600 FABRICA WAY<br>CERRITOS, CA 90703-7015                                                 | 953<br>REYNOLDS UNIFORMS<br>12919 SOUTHWEST FWY, STE 130<br>STAFFORD, TX 77477-4113                               | 95-3411214<br>76-0375773      |

12-05, EMPLOYEE UNIFORMS

1014 132648621  
S&H UNIFORMS CORPORATION  
ONE AQUEDUCT ROAD  
WHITE PLAINS, NY 10606

1537 43-1268-134  
STANBURY UNIFORMS INC  
P O BOX 100  
BROOKFIELD, MO 64628

501 1-75-09963199  
TEXAS IND SER dba UNIFIRST  
P O BOX 1598  
515 EAST BEECH  
MCALLEN, TX 78505

7948 203240786  
TYLER UNIFORMS, INC.  
4285 CHANDLER HWY  
TYLER, TX 75702

342  
UNIFIRST HOLDINGS, INC.  
515 EAST BEECH AVENUE  
MCALLEN, TX 78501

1276 17414013887  
UNIFORM CENTER  
515 SOUTH MAIN STREET  
MCALLEN, TX 78501

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Vendors Printed: 28

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**APPROVAL OF BID 12-16, TRADE SERVICES AND LABOR FOR ELECTRICAL, PLUMBING, AND HVAC FROM BUYBOARD**

**Superintendent's Recommendation**

That the Board of Trustees approve the recommendation for Trade Services and Labor for Electrical, Plumbing, and HVAC through the BuyBoard award contracts.

**Rationale**

BuyBoard sought competitive sealed bids and have awarded a contract to Carrier Corporation for Trade Services and Labor for Electrical, Plumbing, and HVAC. This contract complies with all bidding requirements as required by federal, state, and local laws. We are requesting this term bid to address HVAC related work district wide as needed on an urgent basis. In most cases, the work required is either beyond the scope of in-house personnel or is proprietary. Prices are based on BuyBoard.

**User Department**

This item was requested by Mr. Robert J. Saenz, Director of Maintenance and Facilities.

**Budgetary Information**

**Estimated Award Recommendation** **\$70,000.00**

| Account                   | Description                 | Appropriations    | Encumbrance      | Expenditure | Balance           |
|---------------------------|-----------------------------|-------------------|------------------|-------------|-------------------|
| 199-51-6397-00-936-299044 | Fixed Assets-Inventory Item | 33,118.00         | 3,285.00         | 0.00        | 29,833.00         |
| 199-51-6249-01-936-299000 | Contracted Maint & Repairs  | 201,799.00        | 41,778.95        | 0.00        | 160,020.05        |
|                           | <b>TOTAL</b>                | <b>234,917.00</b> | <b>45,063.95</b> | <b>0.00</b> | <b>189,853.05</b> |

**Resource Personnel**

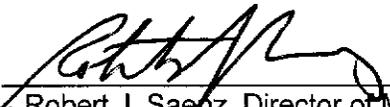
Dr. René Gutiérrez  
Mario H. Salinas  
Jacqueline Kingan

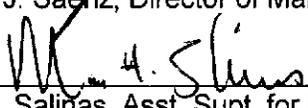
Dr. Rebecca Morrison  
Robert J. Saenz

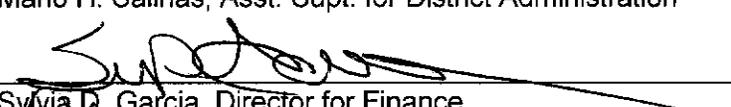
Sylvia D. Garcia  
Amaro Tijerina

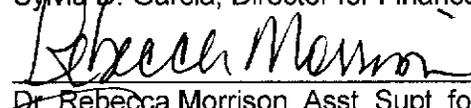
**Board Policy Reference**

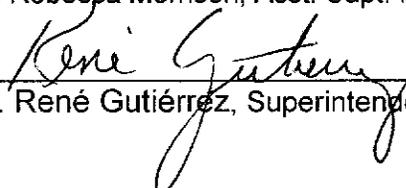
This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Requested by:   
Robert J. Saenz, Director of Maintenance/Facilities

Approved by:   
Mario H. Salinas, Asst. Supt. for District Administration

Within Budgetary Allocations:   
Sylvia D. Garcia, Director for Finance

Approved by:   
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:   
Dr. René Gutiérrez, Superintendent of Schools

**Notes for Bid Tabulation**  
**Bid 12-16, Trade Services and Labor for Electrical, Plumbing, and HVAC**  
**Contract 375-11**  
**October 25, 2011**

1. **USER DEPARTMENT:** This bid was requested by Director of Maintenance and Facilities. Mr. Robert J. Saenz will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a BuyBoard bid from October 26, 2011 ending October 31, 2012.
3. **ORDERING INFORMATION:** Maintenance & Facilities Department will prepare the purchase orders on an as needed basis following Board of Trustee approval.
4. **TOTAL AWARD RECOMMENDATION:**

| <b>VENDOR</b>                                                                                            | <b>ESTIMATED AWARD RECOMMENDATION</b> |
|----------------------------------------------------------------------------------------------------------|---------------------------------------|
| Carrier Corporation 9300 Harris<br>Corners Parkway, Suite 220<br>Charlotte, NC 28269<br>PH: 704-599-4550 | \$70,000.00                           |
| <b>TOTAL ESTIMATED AWARD RECOMMENDATION</b>                                                              | <b>\$70,000.00</b>                    |

EXHIBIT \_\_\_\_\_



Resources | Help | Email Us | Financing

Commodity Search  
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**Purchasing**

**Reports**

**Utilities**

**Administration**

**Contact Us:**

**Phone: 800-695-2919**

**Fax: 800-211-5454**

**Log Out**

**Vendor Contract Information** [Proposal Documents](#)

**Vendor:** Carrier Corporation

**Address:** 2201 Midway Road, Suite 200  
Carrollton, TX 75006

**Phone:** (972) 789-3420

**Contact:** Mary Jane Tadlock

**Email:** [mary.jane.tadlock@carrier.utc.com](mailto:mary.jane.tadlock@carrier.utc.com)

**Website:** [www.carrier.com](http://www.carrier.com)

**Federal ID:** 06-0991716

**Accepts RFQs:** Yes

Trade Services & Labor for Electrical, Plumbing &

**Contract:** HVAC #375-11

**Effective Date:** 6/1/2011

**Expiration Date:** 5/31/2014

**Payment Terms:** 1% in 10/Net 30 days

**Delivery Days:** 10

**Shipping Terms:** Freight prepaid by vendor and added to invoice

**Freight Terms:** FOB Shipping Point

**Ship Via:** Common Carrier

**Quote Reference**

**Number:** 375-11

**Regions Served:** All Texas Regions

**States Served:** All States

**Vendor**

**Exceptions:** See attached

**Return Policy:** Carrier's return policy will be provided upon request at time of quote specific to product being quoted.

**Additional**

**Dealers:** See attached

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**APPROVAL OF TXMAS 12-29, TWO 350-TON CHILLERS FOR SOUTH MIDDLE SCHOOL**

**Superintendent's Recommendation**

That the Board of Trustees approve the recommendation for Two 350-Ton Chillers for South Middle School through the Texas Multiple Award Schedule (TXMAS) award contracts.

**Rationale**

The Texas Multiple Award Schedule sought competitive sealed bids and have awarded a contract to Johnson Controls for Chillers. This contract complies with all bidding requirements as required by federal, state, and local laws. Prices are based on Texas Multiple Award Schedule (TXMAS). This item was requested by Maintenance and Facilities Department. This BuyBoard bid is to replace two (2) 350 ton chillers at South Middle School with ARRA funding through the Cool Schools Grant. This is a turnkey job. Purchase of equipment is contingent on the grant agreement. Existing chillers will be removed and auctioned. Calculated annual energy savings is \$46,528.67. Chillers must be ordered immediately to ensure, that the District, meets the specified timeline on the grant application. The ordering of the equipment has an eight (8) week lead time.

**User Department**

This item was requested by Mr. Robert J. Saenz, Director of Maintenance and Facilities.

**Budgetary Information**

**Award Recommendation** **\$354,931.03**

| Account                   | Description                | Appropriations | Encumbrance | Expenditure | Balance       |
|---------------------------|----------------------------|----------------|-------------|-------------|---------------|
| 28X-XX-6XXX-XX-XXX-2XXXXX | Contracted Maint & Repairs | 0.00           | 0.00        | 0.00        | 0.00          |
| <b>TOTAL</b>              |                            | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b> | <b>0.00 *</b> |

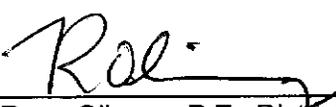
\* Final Fund Source to be provided in formal notice of grant award.

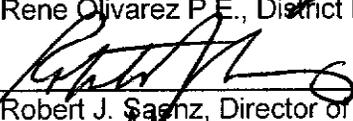
**Resource Personnel**

|                    |                      |                     |
|--------------------|----------------------|---------------------|
| Dr. René Gutiérrez | Dr. Rebecca Morrison | Sylvia D. Garcia    |
| Mario H. Salinas   | Robert J. Saenz      | Rene Olivarez, P.E. |
| Amaro Tijerina     | Jacqueline Kingan    |                     |

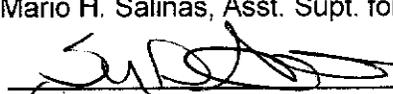
**Board Policy Reference**

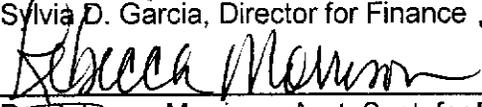
This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

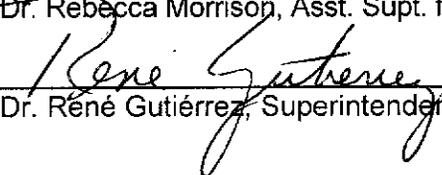
Requested by:   
 Rene Olivarez P.E., District Engineer

  
 Robert J. Saenz, Director of Maintenance & Facilities

Approved by:   
 Mario H. Salinas, Asst. Supt. for District Administration

Within Budgetary Allocations:   
 Sylvia D. Garcia, Director for Finance

Approved by:   
 Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:   
 Dr. René Gutiérrez, Superintendent of Schools

10-19-11 P02:19 OUT M

EXHIBIT PAGE(S)

**Notes for Bid Tabulation**  
**TXMAS 12-29, TWO 350-TON CHILLERS FOR SOUTH MIDDLE SCHOOL**  
**October 25, 2011**

1. **USER DEPARTMENT:** This bid was requested by the Director of Maintenance and Facilities and District Engineer. Mr. Robert J. Saenz and Rene Olivarez will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a onetime TXMAS purchase as per contract 5-03FAC020.
3. **ORDERING INFORMATION:** Maintenance & Facilities Department will prepare the purchase following Board of Trustee approval.
4. **TOTAL AWARD RECOMMENDATION:**

| <b>VENDOR</b>                                                                                                                                                               | <b>AWARD<br/>RECOMMENDATION</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Rio Grande Valley Contract<br>Johnson Controls, Inc.<br>117 Airport Road<br>Corpus Christi, TX 78409<br>Contact: Adalberto Cavazos<br>PH: 956-535-2718<br>FAX: 956-428-1591 | \$354,931.03                    |
| <b>TOTAL °AWARD<br/>RECOMMENDATION</b>                                                                                                                                      | <b>\$354,931.03</b>             |

EXHIBIT \_\_\_\_\_



Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ( $\$50,000 * .75\% = \$375$ ) will be paid to the State of Texas by the TXMAS contractor.



**JOHNSON CONTROLS, INC.**  
**Contract TXMAS-5-03FAC020**

**On-Line Catalog/Order Processing**

**COMPLETE FACILITIES MAINTENANCE AND MANAGEMENT**

Corporate Office:

JOHNSON CONTROLS, INC.  
 507 EAST MICHIGAN STREET  
 MILWAUKEE WI 53201  
 USA

Send PO to:

JOHNSON CONTROLS, INC.  
 2101 E. ST. ELMO ROAD, STE. 330  
 AUSTIN TX 78744  
 USA

Vendor ID: 15826641308

Invoice From:

JOHNSON CONTROLS, INC.  
 VARIES; SEE CONTRACTORS  
 WEBSITE

0

USA

Vendor ID:

Delivery: 30 DAYS ARO

FOB Point: JOBSITE

Terms: NET 30 DAYS

Remit To: JOHNSON CONTROLS,  
 INC.  
 P.O. BOX 951101  
 DALLAS TX 75395-1101  
 USA  
 Vendor ID:

Vendor ID: 15826641308

Business  
 Type: Small

DUNS #: 100363840

Effective: 12/8/2004

Expires: 7/13/2014

**CONTACT: JOHN WENZEL**

Phone 240-683-7670

[JOHN.S.WENZEL@JCI.COM](mailto:JOHN.S.WENZEL@JCI.COM)

<http://portal.cpa.state.tx.us/txmas/txmasb.asp?CONTRACT=12865&dealer=0>

10/19/2011

EXHIBIT \_\_\_\_\_

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 12/8/2004 through 7/13/2014 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-06F-0060P.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitation:**

Minimum Order: \$100

Maximum Order: \$1,500,000

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**State Contracts:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

**Special Note:** The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

**Keywords:** Complete Facilities Management Services, Complete Facilities Maintenance Services, maintenance and repair, elevator inspection and maintenance service, plumbing and pipefitting, electrical including high/low voltage systems and utility service, Energy Management Control Services

<http://portal.cpa.state.tx.us/txmas/txmasb.asp?CONTRACT=12865&dealer=0>

10/19/2011

EXHIBIT \_\_\_\_\_

(EMCS), mechanical operations, maintenance and repair of building systems, heating ventilation Air Conditioning, HVAC, rental of maintenance equipment, refrigeration services, operation and maintenance of HVAC, operation and maintenance of water distribution system Refrigeration, HVAC Maintenance Services, periodic preventative maintenance(PPM), emergency service, retrofit aftermarket, Energy Management Control Services(EMCS), Direct Digital Control (DDC),Standard Communications Protocol-BACnet, cooling tower, chiller, pumps, boilers, air handlers, fan coils, variable air volume boxes, vav,refrigeration cycle, Sustainment Agreements, Performance based contracts , Total Service Agreements, parts and labor, Inspection-Plus Agreements Carrier, Trane,McQuay, Dunham-Bush, Inspection Agreements, Systems Evaluation, Master plans, Infrastructure, Centrifugal Compressor, Screw compressor, Reciprocating Compressor, Scroll compressor, remanufactured, Preventive Maintenance Predictive Analysis Vibration, oil refrigerant, fluid analysis, Air handler, Eddy Current Tube Testing, Dynamic Balancing, Air Curtains, Makeup Air Fans, Dust Collectors, Humidification, Air/Water Balancing, Fill / Louver Replacement, Alignments, Booster Systems, Exhaust Fans, Supply/Return Fans, Kitchen Ventilation, De-Humidification, Calibration, Ductwork

## Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to [txmas@cpa.state.tx.us](mailto:txmas@cpa.state.tx.us) or call 512-463-3421.

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<http://portal.cpa.state.tx.us/txmas/txmasb.asp?CONTRACT=12865&dealer=0>

10/19/2011

EXHIBIT \_\_\_\_\_



**(2) New (R-134a) YK – MAXE “High Efficiency” Centrifugal Chillers  
Retro Commissioning Proposal / Turn-Key**



**Edinburg ISD  
Location: South Middle School Thermal Plant**

**Mr. Rene Olivarez, PE**

Presented by:  
Lonnie Cavazos  
LEED Green Associate  
Johnson Controls, Inc. – Building Efficiency

**OptiSpeed**

Telephone (361) 884-9675 • Fax (361) 884-8341  
TACL A019545C

October 19, 2011

Edinburg Independent School District  
1305 E. Schunior  
Edinburg, TX. 78539

**Attn: Rene Olivarez, PE**

**Subject: "TURN-KEY" FACTORY DIRECT INSTALLATION of (2) YK – YORK MAXE CENTRIFUGAL CHILLER, WITH VARIABLE SPEED DRIVES & ENVIROMENTALLY FRIENDLY 134a REFRIGERANT"**

Dear Mr. Olivarez,

Thank you for the opportunity to submit the following proposal for the purchase and installation of (2) of our new 350 Ton YK – YORK MAXE CENTRIFUGAL CHILLERS at your facility located at South Middle School. Johnson Controls Company welcomes the opportunity for the continued great working relationship with the Edinburg ISD.

Johnson Controls, have some unique qualification for this project. First, we can provide single source responsibility that carries over after the installation. This means York knows HVAC and can provide the quality service needed after the sale. Second, as the manufacturer of the selected equipment and provider of the warranty and installation - all middlemen and "confusion" is eliminated, resulting in an excellent system, excellent service and high customer satisfaction.

Johnson Controls is pleased to provide the following documents as our proposal:

- \* Scope of Work – Installation.
- \* York Information and Chiller Literature

We propose to replace the existing two 350 ton chillers with (2) YK – YORK MAXE CENTRIFUGAL CHILLERS (R-134a) which we consider the most efficient machine on the market. Pricing includes all labor, materials, and ground freight for the specific work outlined. All work to be done with in the Standard Johnson Controls terms and conditions. Additional work that may be required or desired will only be performed with your prior knowledge and approval.

Thanks again for this opportunity to be of service and considering York / JCI Products and Services. Please feel free to call with any questions, or let me know how and when you wish to proceed. Our goals are similar regarding this project – "Provide the highest quality system with improved efficiency and reliability for the Marine Military Academy.

Respectfully,

Lonnie Cavazos  
Account Executive  
Johnson Controls, Inc. – Building Efficiency  
Tel: 956.535.2718  
Fax: 956.428.1591  
[Adalberto.cavazos@jci.com](mailto:Adalberto.cavazos@jci.com)  
[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

**OptiSpeed**

EXHIBIT \_\_\_\_\_

### Scope of Work

We offer to furnish the equipment and services specified herein at prices stated and in accordance w/ JCI terms and conditions. The demolition and installation on the Edinburg ISD South Middle School chiller project involves the following work scope. Delivery time constraints for equipment will be dependent on Edinburg ISD acceptance of contract and providing of the P.O. required to place the order, build and deliver the equipment – (i.e. chillers) estimated lead time of equipment would be 8-10 weeks subject to change based on factory material conditions at the time. Under this proposal JCI will perform as per the following:

#### **Removal & Disposal of Retired Chillers**

- \* It is completely required to disassemble & the demolition of two existing chillers
- \* Removal existing chillers in sections
- \* Load out equipment with heavy equipment, rigging, crane, & transport out on tractor truck).
- \* Dispose of old Chillers per EPA & OSHA requirements
- \* Removal of existing and unneeded associated piping.
- \* Removal of miscellaneous material, parts or wiring to chiller.
- \* Clean area for installation.

#### **Piping Work**

- \* Providing any Factory recommended supports for new chiller.
- \* Provide and install proper piping, valves, connectors, gauges, thermometers and flanges as needed for a professional resulting project.
- \* Insulate all new chilled water piping as needed with new Insulation & aluminum jacketing.

#### **Chiller Installations**

- \* Furnish and Install (2) (R-134a) 350 Ton YK YORK MAXE CENTRIFUGAL CHILLERS.
- \* Chillers include state of the art Graphic Control Panels-Optiview that is full screens, full color, York Graphic Panels.
- \* Chillers include state of the are York Optispeed Variable Frequency Drives

#### **Rigging & Crane Services**

- \* Provide rigging and crane service for proper installation of new equipment.
- \* All labor and materials to complete installation of equipment.
- \* All labor and material to load out & load in equipment

#### **Electrical Work for York Chiller**

- \* Demolition of existing starters
- \* Disconnect existing chiller from current power supply
- \* Extend out wiring & conduit in order to reconnect new chiller system

**OptiSpeed**

**Project Miscellaneous / Commissioning**

- \* Provide Johnson Controls Project Supervision of all workers on this project.
- \* Verify Proper flow and performance of chiller pumps.
- \* YORK Factory Service Technician to perform Start-Up Services (Test, Check, and make adjustments after installation is complete.
- \* YORK Factory Service Technician to provide on-site operator/owner training (Set-up w/ owner-operators).
- \* Furnish customers with written reports of all work performed.
- \* Furnish customers with equipment owner’s manuals.

**Owner Responsibilities**

- \* Proper operation of existing piping valves and pumps that will be reused.
- \* Isolation of the chilled water and condenser water systems.
- \* Draining the system as required.
- \* Customer must make work area available to at time requested by Johnson Controls, Inc.
- \* Control work needed as it relates to system if applicable.
- \* Correct electrical power ampacity
- \* Any Potential Asbestos Abatement will be the owner’s responsibility.

Total project price for the EDISD South Middle School Thermal Pant (2) 350 Ton Chiller Project as described by the work scope aforementioned is: **\$354,931.03** This pricing does include the York / JCI Factory **5-Year Warranty – 66 months Parts & Labor Entire Chiller**(excludes refrigerant).....(we stand behind our equipment) This Warranty excludes any refrigerant.

**\*Optional:** Addition to the Total Price above only if requested by client before order is placed.

Extended Warranty – “Refrigerant” 5-Years.....\$5,165.30

**OptiSpeed**

**Proprietary**

Johnson Controls, as a benefit to you, has developed the concepts detailed in this proposal on 10/17/2011. These are considered by Johnson Controls to be confidential and proprietary. These ideas and concepts remain the sole property of Johnson Controls, & Edinburg ISD acknowledge and agree to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of Johnson Controls. Any unauthorized use of these ideas and concepts is strictly prohibited.

**Proposal Validity:**

The terms of this proposal are VALID FOR 30 DAYS and are contingent upon equipment availability.

**Mobilization Fee:**

30% of the total amount will be invoiced upon the order of the equipment & materials necessary to complete the job.

The Price for the two 350 Ton Chiller Replacement Project proposed for Edinburg ISD is good for 30 days from the above date. All work to be performed during normal business hours (Monday thru Friday from 8am to 5pm)

Thank you once again for the opportunity to quote on this valued inquiry and your interest in Johnson Controls, Inc. We look forward to a start date for this project. If you have any questions, I can be reached at 956.535.2718.

Respectfully,

**Johnson Controls, Inc.**  
Lonnie Cavazos  
Account Executive

**AUTHORIZATION TO PROCEED:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

P. O. # \_\_\_\_\_

Refrigerant Warranty Option: Yes \_\_\_ No \_\_\_

**OptiSpeed**

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

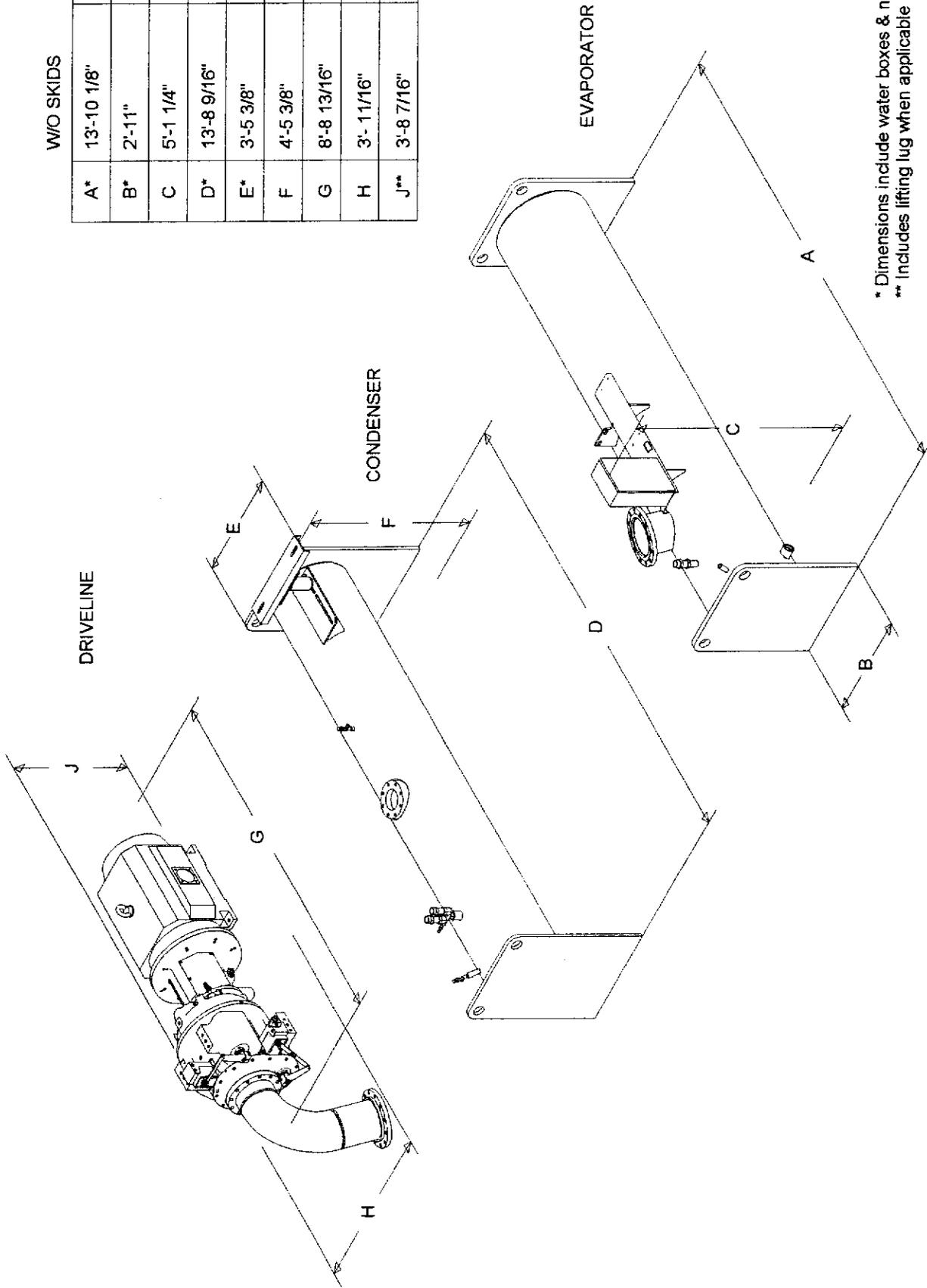
1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
 Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement a **mobilization payment equal to 30% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

**OptiSpeed**

11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

**OptiSpeed**





W/O SKIDS      W/ SKIDS

|     |             |            |
|-----|-------------|------------|
| A*  | 13'-10 1/8" | 14'-0"     |
| B*  | 2'-11"      | 2'-11"     |
| C   | 5'-1 1/4"   | 5'-7 1/4"  |
| D*  | 13'-8 9/16" | 14'-0"     |
| E*  | 3'-5 3/8"   | 3'-5 3/8"  |
| F   | 4'-5 3/8"   | 4'-11 3/8" |
| G   | 8'-8 13/16" | 11'-8"     |
| H   | 3'-11 1/16" | 6'-6"      |
| J** | 3'-8 7/16"  | 5'-3 1/4"  |

\* Dimensions include water boxes & nozzles (not shown)  
 \*\* Includes lifting lug when applicable

NOTE: See unit drawing for actual relief valve configuration.

**PRODUCT DRAWING**  
 KNOCK DOWN SHIPMENT  
 MODEL YK CC CQ Q4 - EK G  
 NOT FOR CONSTRUCTION

Project Name : Lonnie - Edinburg ISD Chiller  
 Location :  
 Engineer :  
 Contractor :  
 For :

Sold To :  
 Cust Purch Order# :  
 York Contract# :  
 UNIT TAG: **CH-1,2**

Date : Oct 13, 2011  
 Rev. Date : 4:56 PM  
 Form: 160.75-EG1  
 Dwg. Lev. : 1006  
 Dwg. Scale : NTS



# Competitive Published Features and Benefits

## -- York Published Features and Benefits

| Published Feature                                                                         | Published Benefits                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| D-Flange open drive motor                                                                 | <ul style="list-style-type: none"> <li>• Factory alignment of compressor / motor shafts for high reliability &amp; ease of maintenance</li> <li>• Motor windings not tied into refrigerant circuit for ease of maintenance, accessibility &amp; flexibility</li> </ul>             |
| Ability to operate continuously with 55-60°F ECWT<br>Factory mounted VSD                  | <ul style="list-style-type: none"> <li>• Substantial energy savings at off-design conditions</li> <li>• Cost effective package provides energy savings</li> <li>• Soft start limits current to 100% FLA</li> <li>• 0.95 PF at all loads</li> <li>• Small unit footprint</li> </ul> |
| Factory packaged VSD meets IEEE 519-1992 harmonic distortion standard                     | <ul style="list-style-type: none"> <li>• Limits harmonic distortion to IEEE Standard</li> <li>• 0.98 PF at all loads</li> <li>• Factory installed within VSD cabinet; no additional floor space</li> </ul>                                                                         |
| Tubes with lands at all tube supports                                                     | <ul style="list-style-type: none"> <li>• Reliability</li> </ul>                                                                                                                                                                                                                    |
| High efficiency compressorless purge unit on YT R-123                                     | <ul style="list-style-type: none"> <li>• High efficiency at all operating conditions</li> <li>• Can not lose refrigerant by operating while chiller is shut down</li> </ul>                                                                                                        |
| Full color graphical control panel                                                        | <ul style="list-style-type: none"> <li>• Allows trend analysis at chiller, user friendly</li> </ul>                                                                                                                                                                                |
| Flexibility to utilize all acceptable non-CFC refrigerants                                | <ul style="list-style-type: none"> <li>• Meets owner needs; flexibility</li> </ul>                                                                                                                                                                                                 |
| YK high speed thrust bearing protected by proximity probe & oil temperature safety cutout | <ul style="list-style-type: none"> <li>• Reliability</li> </ul>                                                                                                                                                                                                                    |
| Control panel setpoint security                                                           | <ul style="list-style-type: none"> <li>• Reliability and ease of maintenance</li> </ul>                                                                                                                                                                                            |
| Factory mounted flow sensor on evaporator & condenser is standard on YK & YD              | <ul style="list-style-type: none"> <li>• Lower installation cost</li> </ul>                                                                                                                                                                                                        |

| Unit Tag | Qty | Model No.    | Capacity (tons) | Power    | Refrigerant |
|----------|-----|--------------|-----------------|----------|-------------|
| CH-1,2   | 2   | YKCCCQQ4-EKG | 350             | 460/3/60 | R-134A      |

| Unit Data                                     | Evaporator                             | Condenser                        |
|-----------------------------------------------|----------------------------------------|----------------------------------|
| EWT (°F):                                     | 53.99                                  | 85.00                            |
| LWT (°F):                                     | 44.00                                  | 94.30                            |
| Flow Rate (gpm):                              | 840                                    | 1050                             |
| Pressure Drop (ft):                           | 18.1                                   | 21.8                             |
| Fluid Type (%):                               | WATER                                  | WATER                            |
| Circuit No. of Passes:                        | 2                                      | 2                                |
| Fouling Factor (ft <sup>2</sup> °F hr / Btu): | 0.00010                                | 0.00025                          |
| Tube No. / Description:                       | 321 - 0.025" Turbo-EHP11 Copper (3/4") | 260 - 0.025" CSL Enhanced Copper |
| Design Working Pressure (psig):               | 150                                    | 150                              |
| Entering Water Nozzle @ Location:             | C                                      | R                                |
| Leaving Water Nozzle @ Location:              | B                                      | S                                |
| Water Box Weight, ea (lbs) :                  | 200                                    | 165                              |
| Cover Plate Weight , ea (lbs):                | N/A                                    | N/A                              |
| Return Head Weight (lbs):                     | 144                                    | 116                              |
| Water Weight (lbs):                           | 696                                    | 698                              |
| Water Volume(gal):                            | 84                                     | 84                               |

| Performance Data  |          | Electrical Data                    |      | Other                        |       |
|-------------------|----------|------------------------------------|------|------------------------------|-------|
| Job KW:           | 210      | Job FLA:                           | 303  | Operating Wt. (lbs):         | 16131 |
| Motor KW:         | 206      | Motor FLA:                         | 292  | Per Isolator (lbs):          | 4033  |
| KW/Ton:           | 0.600    | LRA:                               | 1950 | Refrigerant Wt. (lbs):       | 815   |
| IPLV (1):         | 0.371    | Inrush Amps:                       | 303  | Oil Charge (gal):            | 10    |
| Gear Code:        | XA       | Min Circuit Ampacity (Amps):       | 379  | Motor Wt. (lbs):             | 1546  |
| OptiSound Cntrl:  | Yes      | Max Fuse/Breaker:                  | 600  | Compressor Wt. (lbs):        | 1638  |
| Shaft HP:         | 262      |                                    |      | Starter Wt. (lbs):           | N/A   |
| Isolation Valves: | YES      |                                    |      | Ship. Wt. - Evap. (lbs):     | 5452  |
| Oil Cooler Type:  | Standard |                                    |      | Ship. Wt. - Cond. (lbs):     | 4902  |
| Condenser Inlet:  | Standard |                                    |      | Ship. Wt. - Driveline (lbs): | 3584  |
|                   |          | Type Starter: Variable Speed Drive |      |                              |       |

Notes:

(1) Chiller IPLV value calculated to ARI Standard 550/590 equation.

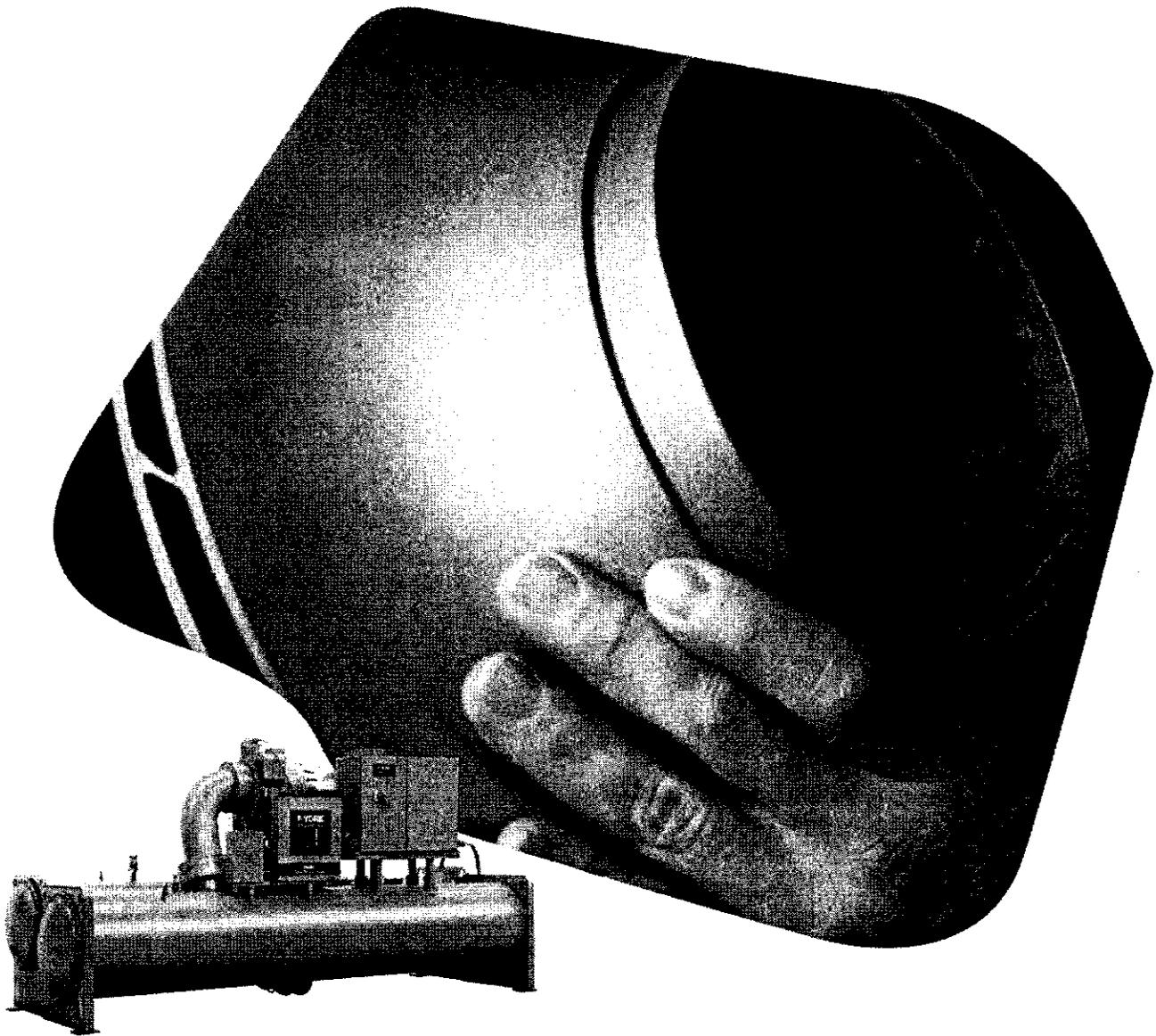
Project Name: Lonnie - Edinburg ISD Chiller  
Printed: 10/18/2011 at 8:17  
Unit Folder: CH-1-2

vl\_114.idd

York Contract No.:  
CH-1,2 Performance  
Page 1 of 1

EXHIBIT \_\_\_\_\_

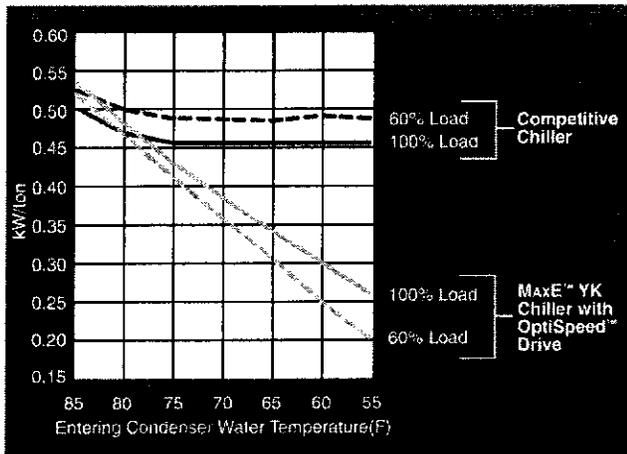
# Best route to real-world energy performance



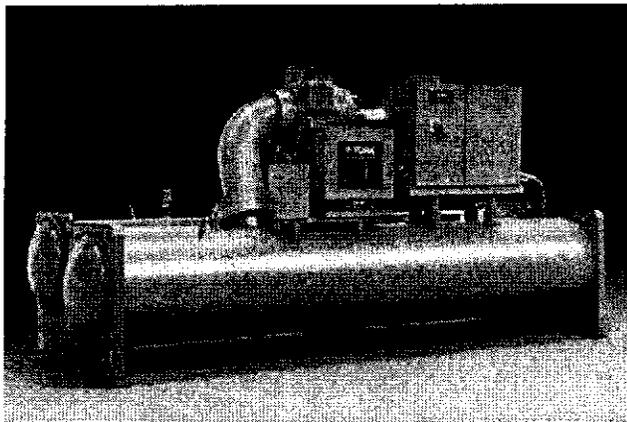
  
BY JOHNSON CONTROLS

EXHIBIT \_\_\_\_\_

# MAXE™ YK chillers deliver maximum efficiency



Unsurpassed in energy efficiency, MAXE YK centrifugal chillers can reach 0.20 kW/TR at off-design conditions.



## The importance of real-world energy performance

MAXE™ YK centrifugal chillers provide the best route to real-world energy performance – the combined performance at all operating conditions, not just design. Because chillers in the real world operate nearly 99% of the time at off-design conditions, off-design performance is the major factor in energy consumption. That's why MAXE YK centrifugal chillers are engineered for maximum efficiency at both design and off-design conditions.

## Unsurpassed Integrated Part Load Value

The Air-conditioning, Heating, and Refrigeration Institute (AHRI) Chiller Certification Program endorses the validity of off-design analysis to compare chiller energy consumption. Measured with AHRI's Integrated Part Load Value (IPLV), MAXE YK centrifugal chillers are unsurpassed in energy efficiency. Equipped with an OptiSpeed™ variable-speed drive, they can reduce energy-usage ratios to new lows: 0.40, 0.30, and even 0.20 kW/TR at off-design conditions.

## Adaptive capacity control optimizes performance

When a MAXE YK centrifugal chiller is equipped with an OptiSpeed drive, it incorporates advanced Adaptive Capacity Control logic, which continually optimizes chiller operation. It closely examines critical operating parameters, and then determines the most efficient way to operate. In addition, it lets you optimize your savings when using intelligent control strategies, such as chilled-water reset. Adaptive Capacity Control logic also accommodates the characteristics of the refrigerant used in the chiller – today and tomorrow.

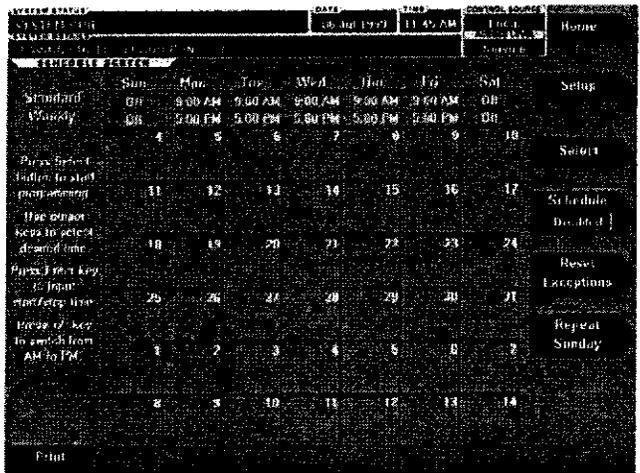
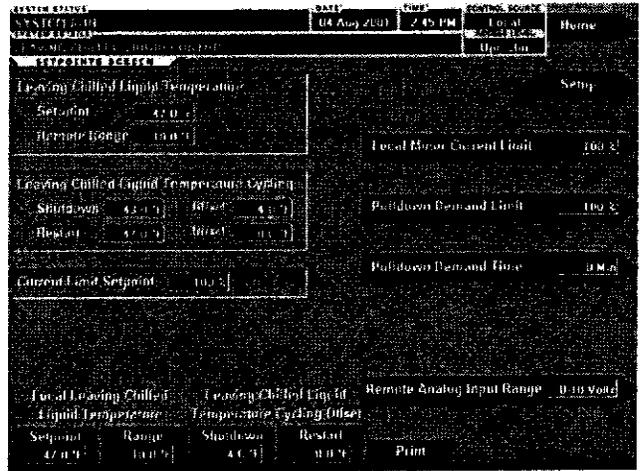
**Take advantage of colder entering condenser water**

Unlike competitive chillers which require entering-condenser-water temperature (ECWT) from the cooling tower to be held artificially high, MAXE YK centrifugal chillers can utilize lower ECWT. The lower ECWT lowers the compressor workload, and that leads to dramatic energy savings throughout the chiller's lifetime.

**Powerful control center saves energy**

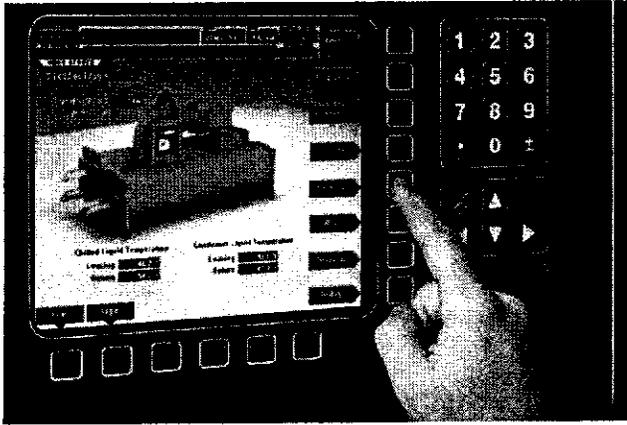
MAXE YK chillers feature the OptiView™ Control Center, which uses microprocessor capabilities to save you energy. Operation at just 1°F below the designed chilled-water-temperature setpoint can increase chiller energy consumption by as much as 3%, wasting thousands of kilowatt-hours and dollars each year. The digital precision of the OptiView Control Center lets you set chilled-water temperature to a resolution of ± 0.1°F. As a result, you eliminate the energy wasted by drifting a degree or more from the setpoint.

The OptiView Control Center can also be used to schedule daily operating hours and holidays. No longer is energy accidentally wasted cooling the facility when it's not needed.



The OptiView Control Center helps you operate your chiller more efficiently by allowing for the precise setting of chilled-water temperature and operating schedule.

# Maximum control with OptiView™ Control Center



## Easy to read

Johnson Controls has always pioneered powerful, yet simpler chiller control. We were the first to apply microprocessor-based, plain-language-display control centers to centrifugal chillers. Now, MAXE YK centrifugal chillers feature the full-screen, full-color, OptiView Control Center.

It's an advanced, microprocessor control center that sets the standard by presenting more data in the friendliest way possible. You still get the code-free, plain-language data. But now it's even easier to read, thanks to a large, full-color screen using advanced, active-matrix, display technology.

This larger display shows even more data per screen with far less button-pushing. And, that makes it much quicker and easier to operate your chiller. To facilitate a higher level of monitoring and control, data outputs are shown in association with illustrations of the appropriate chiller components – a layout that minimizes user confusion. For convenience, all data can be displayed in nine different languages, in addition to Imperial or SI units.

## Easy to operate

With the OptiView Control Center, data input is foolproof. A dedicated keypad for numerical input minimizes keystroke errors. Cursor controls for screen navigation make it easy to access all input, control, and monitoring functions. Plus, a "navigation bar" quickly guides you to the level of information you need.

## Get the message – quickly and graphically

Thanks to the large, active-matrix screen, detailed logs can be read directly from the OptiView Control Center. Instead of keystroke after keystroke to gather sufficient data from a small, monochrome LCD screen, a single button can reveal an array of chiller information that is quickly seen on a single screen. Data output is provided in precise, digital form. Valuable operator time is freed for other important activities.

### Advanced data logging

For convenience, a printer can easily be connected to the OptiView Control Center without interfacing through a BAS system. A printed log can be obtained automatically, at pre-determined time intervals, without operator involvement. In addition, service technicians can use a portable printer to download information for troubleshooting and repair. All this can also be done while connected to a BAS system.

### On-screen trend analysis

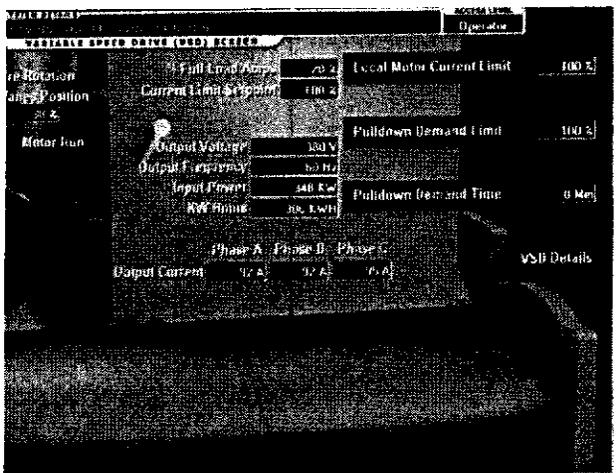
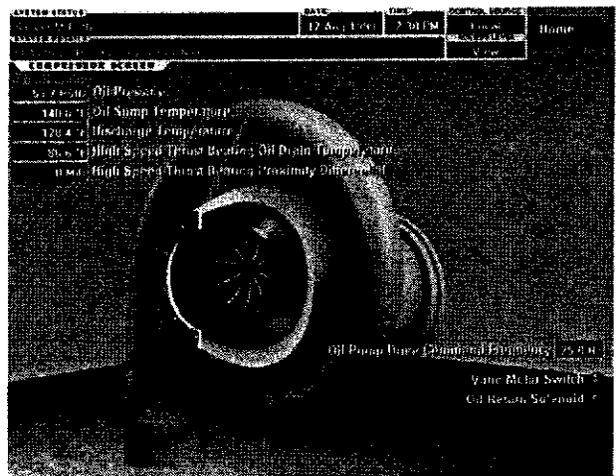
The OptiView Control Center's full-screen, full-color display allows on-board trending of up to six different values, selected from over 100 items. The values and sampling interval are all user-selectable. This flexibility allows operators to select parameters that are critical for their operation, and do trending without a BAS interface and separate monitor.

### Easy to integrate

Energy savings and ease-of-use can be fully realized when the HVAC system is an integrated part of the BAS system. The OptiView Control Center is designed to communicate with most existing control systems on the market today, as well as BACnet and LonMark systems.

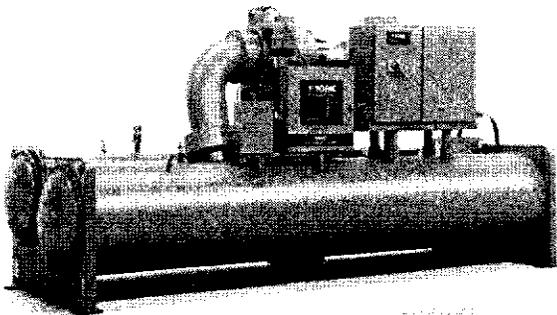
### Easy to secure

You can rest assured that along with state-of-the-art control, the OptiView Control Center provides advanced levels of security. Setpoints are protected by a user-selectable security access code. A "Remote" mode allows a BAS to implement sophisticated control strategies as a first priority. A "Local" mode provides full control at the control center. "Operator" mode opens control software to your commands. And "Service" mode gives qualified service personnel exclusive access to special functions.



These sample screens demonstrate how easy it is to access and view more useable data. They are typical of the over 35 screens available on the OptiView Control Center.

# Versatile design provides maximum flexibility



The MAXE line of centrifugal chillers offers the broadest range of energy sources and compressor configurations in the industry. And, that versatility gives you the flexibility to meet virtually any application need you may encounter.

#### **Environmental responsibility**

In answer to environmental and refrigerant phase-out concerns, MAXE chillers are charged with HFC-134a refrigerant, which has zero ozone-depletion potential and no phase-out schedule.

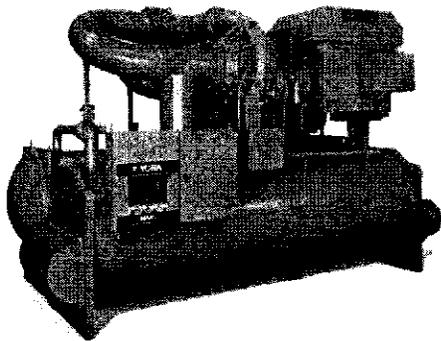
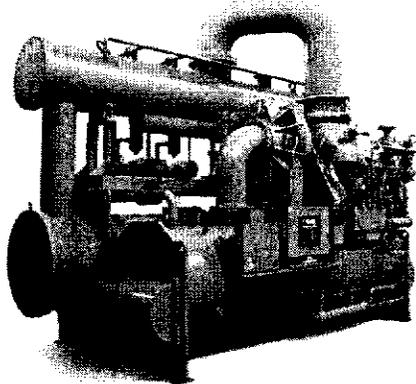
In addition, MAXE centrifugal chillers' compatibility with future refrigerants is assured. That's because they use an open-drive design that is proven to allow quick and economical changeovers to alternative refrigerants.

#### **Energy-source choice**

In addition to high-efficiency electric motors, the MAXE chiller line is also available with a steam-turbine driveline. The MAXE YST chiller can be powered by utility-supplied steam, or by the steam generated by a combined-heat-and-power (CHP) plant. A CHP plant is an economical and environmentally responsible alternative to the electric grid, and a MAXE YST steam-turbine drive chiller can make a CHP plant even more cost-effective.

#### **Handles pressure jobs**

Certain jobs require chillers to operate beyond the limits found in typical air-conditioning applications. In these cases, the compressor must develop higher differential pressure on the refrigerant gas in the compression phase, producing higher head pressure. MAXE CYK chillers meet this challenge with a compound-compressor design that handles brine chilling, heat-pump applications, and other unusually demanding applications.



The versatile MAXE family of chillers provides flexibility in compressor configurations and energy sources to satisfy unique applications and take advantage of available energy sources.

# Maximum reliability with minimum maintenance

## OptiView Control Center keeps you well-informed

The OptiView Control Center provides complete information on your chiller's operating condition. Safety-shutdown information includes day, time, cause of shutdown and type of restart required. Color-coding of fault messages allows easy determination of chiller status. Yellow messages are shutdowns with automatic restart, requiring no operator intervention. Red messages are displayed for shutdowns requiring manual restart, alerting the operator that a system check may be required.

The Trending Screen can show changes in motor current, oil temperature and pressure, refrigerant pressures, or water temperatures, all of which can be valuable indicators of developing problems. This capability gives you ample time to take corrective measures before any expensive downtime is incurred. With the OptiView Control Center, you can see when to schedule routine maintenance in advance of actual need.

## Open drive is reliable and easy to maintain

The hallmark of a MAXE centrifugal chiller is the open-drive design – a proven configuration that continues. Why? One of the reasons is that a motor burnout is no longer a catastrophic failure. While motor burnouts are infrequent events, it only makes sense to utilize a chiller design that minimizes the resulting downtime. With an open-drive design, a burnout only affects the air-cooled motor. The rest of the chiller is not contaminated with products of combustion.

The motor is easy to remove, and can be repaired at a local motor shop. As a result, downtime due to motor burnout is dramatically reduced.

## Electrical protection extends motor life

Equipped with an OptiSpeed drive, the MAXE YK chiller starts "softly," never letting the inrush current exceed 100% of the full-load amps. By limiting the inrush, the motor windings do not rub together with expansion, which extends the life of the insulation, contributing to longer motor life and less chiller downtime. Lower inrush also reduces torque stresses on the motor and compressor driveline.

## Start maximizing today

For more information on how MAXE Chillers can deliver real-world energy performance, call your nearby Johnson Controls representative.



Color-coded fault messages allow early determination of chiller status and required operator action.

**APPROVAL OF TXMAS 12-33, TWO 300-TON CHILLERS FOR MEMORIAL MIDDLE SCHOOL**

**Superintendent's Recommendation**

That the Board of Trustees approve the recommendation for Two 300-Ton Chillers for Memorial Middle School through the Texas Multiple Award Schedule (TXMAS) award contracts.

**Rationale**

The Texas Multiple Award Schedule sought competitive sealed bids and have awarded a contract to Trane for Chillers. This contract complies with all bidding requirements as required by federal, state, and local laws. Prices are based on Texas Multiple Award Schedule (TXMAS). This item was requested by Maintenance and Facilities Department. This TXMAS bid is to replace two (2) 300 ton chillers at Memorial Middle School with ARRA funding through the Cool Schools Grant. This is a turnkey job. Purchase of equipment is contingent on the grant agreement. Existing chillers will be removed and auctioned. Calculated annual energy savings is \$39,881.71. Chillers must be ordered immediately to ensure, that the District, meets the specified timeline on the grant application. The ordering of the equipment has an eight (8) week lead time.

**User Department**

This item was requested by Mr. Robert J. Saenz, Director of Maintenance and Facilities.

**Budgetary Information**

**Award Recommendation** **\$328,322.00**

| Account                   | Description                | Appropriations | Encumbrance | Expenditure | Balance       |
|---------------------------|----------------------------|----------------|-------------|-------------|---------------|
| 28X-XX-6XXX-XX-XXX-2XXXXX | Contracted Maint & Repairs | 0.00           | 0.00        | 0.00        | 0.00          |
| <b>TOTAL</b>              |                            | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b> | <b>0.00 *</b> |

\* Final Fund Source to be provided in formal notice of grant award.

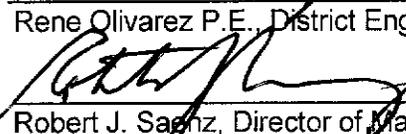
**Resource Personnel**

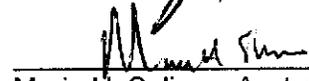
|                    |                      |                     |
|--------------------|----------------------|---------------------|
| Dr. René Gutiérrez | Dr. Rebecca Morrison | Sylvia D. Garcia    |
| Mario H. Salinas   | Robert J. Saenz      | Rene Olivarez, P.E. |
| Amaro Tijerina     | Jacqueline Kingan    |                     |

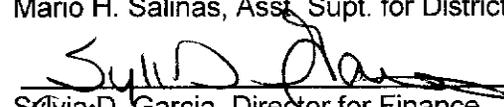
**Board Policy Reference**

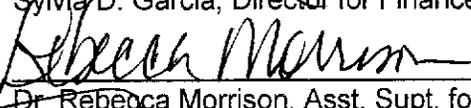
This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

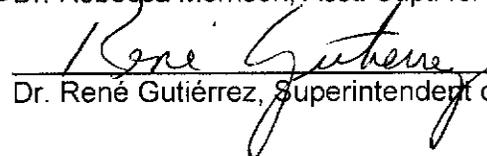
Requested by:   
 Rene Olivarez P.E., District Engineer

  
 Robert J. Saenz, Director of Maintenance & Facilities

Approved by:   
 Mario H. Salinas, Asst. Supt. for District Administration

Within Budgetary Allocations:   
 Sylvia D. Garcia, Director for Finance

Approved by:   
 Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:   
 Dr. René Gutiérrez, Superintendent of Schools

10-19-11P03:56 RCVD 

EXHIBIT \_\_\_\_\_ PAGE(S) \_\_\_\_\_

**Notes for Bid Tabulation**  
**TXMAS 12-33, TWO 300-TON CHILLERS FOR MEMORIAL MIDDLE SCHOOL**  
**October 25, 2011**

1. **USER DEPARTMENT:** This bid was requested by the Director of Maintenance and Facilities and District Engineer. Mr. Robert J. Saenz and Rene Olivarez will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a onetime TXMAS purchase as per contract 8-03FAC020.
3. **ORDERING INFORMATION:** Maintenance & Facilities Department will prepare the purchase following Board of Trustee approval.
4. **TOTAL AWARD RECOMMENDATION:**

| <b>VENDOR</b>                                                                                                                                           | <b>AWARD<br/>RECOMMENDATION</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Rio Grande Valley Contract<br>Trane<br>9535 Ball Street<br>San Antonio, TX 78217-0901<br>Contact: Mike Alvarez<br>PH: 210-657-0901<br>FAX: 210-657-1761 | \$328,322.00                    |
| <b>TOTAL AWARD<br/>RECOMMENDATION</b>                                                                                                                   | <b>\$328,322.00</b>             |

EXHIBIT \_\_\_\_\_



Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 (\$50,000 \* .75% = \$375) will be paid to the State of Texas by the TXMAS contractor.



**TRANE**  
**Contract TXMAS-8-03FAC020**

**On-Line Catalog/Order Processing**

**FACILITIES MAINTENANCE AND MANAGEMENT**

Corporate Office:  
TRANE  
4200 N. SYLVANIA  
AVENUE  
FORT WORTH TX 76137  
USA

Delivery: 45 DAYS ARO  
EXPEDITED: CONTACT CONTRACTOR  
FOR AVAILABILITY

FOB Point: DESTINATION

Terms: 1% - NET 10 DAYS

Send PO to:  
TRANE  
4833 WHITE BEAR  
PARKWAY  
WHITE BEAR  
LAKE MN 55110  
USA  
Vendor ID: 12509004656

Remit To: TRANE  
P.O. BOX 845053  
DALLAS TX 75284-5053  
USA  
Vendor ID:

Vendor ID: 12509004656

Invoice From:  
TRANE  
3600 PAMMEL CREEK  
ROAD  
LACROSSE WI 54601-7599

Business Type: Large  
DUNS #: 126365795  
Effective: 5/8/2008  
Expires: 8/26/2015

USA  
Vendor ID:

**CONTACT: JOHN STANLEY**  
Phone 972-406-3656

<http://portal.cpa.state.tx.us/txmas/txmasb.asp?CONTRACT=12625&dealer=0>

10/19/2011

EXHIBIT \_\_\_\_\_

JSTANLEY@TRANE.COM

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 5/8/2008 through 8/26/2015 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-06F-0079R.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitation:**

Minimum Order: N/A

Maximum Order: \$750,000

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**State Contracts:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

**Special Note:** The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

**Keywords:** drafter, planner, Maintenance Scheduler, Maintenance Carpenter, Maintenance Electrician

<http://portal.cpa.state.tx.us/txmas/txmasb.asp?CONTRACT=12625&dealer=0>

10/19/2011

EXHIBIT \_\_\_\_\_

Level II, Senior Project Manager,

**Contact Us**

If you have any suggestions on how to improve TXMAS or this web site, please send an email to [txmas@cpa.state.tx.us](mailto:txmas@cpa.state.tx.us) or call 512-463-3421.

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[Texas.gov](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)

**Susan Combs**, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)  
[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

<http://portal.cpa.state.tx.us/txmas/txmasb.asp?CONTRACT=12625&dealer=0>

10/19/2011

EXHIBIT \_\_\_\_\_



Trane  
9535 Ball St.  
San Antonio, TX 78217-2892  
Phone: (210) 657-0901  
Fax: (210) 657-1761

October 14, 2011

Edinburg Consolidated Independent School District 1305  
East Schunior Street  
Edinburg, TX. 78541

Site: Memorial Middle School  
TXMAS Customer # S1082

**Attention:** Rene Olivarez

**Project Name:** Edinburg CISD — Cool School Grant

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

**Service Flows**

We propose to furnish labor and material to upgrade the (2) 300 ton chillers at Memorial Middle School.

**Scope of Service / Inclusions:**

Inclusions to this project Memorial Middle School

**Chiller Removal**

- Remove refrigerant in existing chillers and dispose of per EPA guidelines.
- Dismantle, disconnect electrical, insulation and piping to remove chiller outside of building.
- District responsible for relocation/transport of chillers to district designated facility/campus.

**Chiller Installation**

- Extend chiller pad to accommodate new chillers. (Memorial only)
- Remove electrical starter panel from new chiller for installation.
- Modify chill water piping to assure proper connections.
- Modify condenser water piping to assure proper connections.
- Reconnect chiller electrical starter.
- Reconnect electrical.
- Perform startup of chiller and provide log report to ECISD.

## Equipment Selection

### Tag Data - Centrifugal Water Chillers (Qty: 2)

| Item | Tag(s)       | Qty | Description              | Model Number |
|------|--------------|-----|--------------------------|--------------|
| A1   | CH-1A, CH-2A | 2   | 300T Centrifugal Chiller | CVHE0400     |

### Warranty

- Five Year warranty parts and labor (chiller only)
- Does not include refrigeration

### Additional Work

- City Permit
- Crane service and rigging
- General contracting as needed (for pad only)
- Welding

## Pricing and Acceptance

Memorial Middle School.....Total \$328,322

### Clarifications / Exclusions

1. Applicable taxes are not included and will be added to the invoice.
2. Price does not include mechanical engineering drawings and commissioning provided by ECISD,
3. Work will be performed during normal Trane business hours.
4. Any repair labor and/or material to any pre-existing conditions during the installation of this project.
5. Price does not include provisions and/or installation of refrigerant monitor and sensors.
6. Price does not include electrical upgrades.
7. Compliance of Ashrae standard 15 is the responsibility of ECISD.
8. This proposal is valid 30 days from October 14, 2011.

Mike Alvarez and Scott Naab  
Account Managers  
Trane

*Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711*

1-800-803-9202, 512-463-6599

Austin: TACLA 020230C

San Antonio: TACLA 008755C

This proposal is valid 30 days from October 14, 2011

**This agreement is subject to the attached Trane Terms and Conditions.**

|                                 |  |                                 |  |
|---------------------------------|--|---------------------------------|--|
| SUBMITTED BY: Mike Alvarez      |  | Proposal Date: October 14, 2011 |  |
| Account Manager _____           |  |                                 |  |
| <b>CUSTOMER ACCEPTANCE</b>      |  | <b>TRANE ACCEPTANCE</b>         |  |
| Authorized Representative _____ |  | Trane U.S. Inc.                 |  |
| Printed Name _____              |  | Authorized Representative _____ |  |
| Title _____                     |  | Title _____                     |  |
| Purchase Order _____            |  | Signature Date _____            |  |
| Acceptance Date _____           |  |                                 |  |

**TERMS AND CONDITIONS - INSTALLATION****"Company" shall mean Trane U.S. Inc..**

1. **Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the work described (the "Work"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with scope and terms and conditions of the Proposal. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Work by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
13. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the

affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

**16. Indemnity.** Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

**18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**19. Warranty.** Company warrants that for a period of 12 months from the date of substantial completion (a) the equipment manufactured by Company and furnished hereunder is free from defects in material and manufacture; and (b) the labor/labour furnished is warranted to have been properly performed (the "Warranty"). Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed

pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this Warranty. Defects must be reported to Company within the Warranty period. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement.

No liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**20. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so subject to Company's manuscript additional insured endorsement. In no event does Company waive right of subrogation.

**21. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**22. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**23. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound

only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything

herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

1-26.251-10(1009)  
Supersedes 1-26.251-10(0709)

APPROVAL OF SCHOOL HEALTH ADVISORY COUNCIL FOR THE 2011-2012 SCHOOL YEAR

Superintendent's Recommendation:

That the Board approve a School Health Advisory Council as required by Senate Bill 19.

Rationale:

The School Health Advisory Council shall address, support and promote local procedures concerning the entire range of health education topics at all grade levels district wide. The membership of this Council will be prescribed by state law under the Texas Education Code, Senate Bill 19, Section 28.004, (d) that states that the Board of Trustees shall appoint members to the council. A majority of the membership must be parents of students enrolled in the district and not employed by the district. The Council shall provide advice on areas of comprehensive school health to include health programs, healthful school environment, health services, physical education, school counseling, food service, nutrition, wellness, and psychological services. The council shall operate as per the By-laws developed by the present council members as listed below:

School Health Advisory Council Members:

|                     |                         |                    |                        |
|---------------------|-------------------------|--------------------|------------------------|
| Monica Arguellas #  | Tomassa Barron *        | Nancy Basaldua*    | Carolina Castillo *    |
| Frank Espinoza #    | Dalia Fellows *         | Joe Filoteo #      | Janie Fong #           |
| Aracely Garces*     | Delia Garcia *          | Estelle Garcia*    | Bernarda Garza*        |
| Irma Garza*         | Jane Gomez *            | Nancy Gomez*       | Sophia Hinojosa #      |
| Rodolfo Jimenez #   | Irene Leal *            | Albert Lopez #     | David Martinez %       |
| Maria Martinez *    | Estella McCall *        | Julio McCall *     | Ann Millard %          |
| Cynthia Moody *     | Betty Pardo #           | Blanca Pena *      | Janie Pena *           |
| Jesus Pena *        | Martin Pena %           | Ilene Peralez *    | Iris Perez #           |
| Jaime Perez #       | Esperanza Quintanilla * | Chris Rangel *     | Clarissa Rodriguez *   |
| Melinda Rodriguez % | Sandra Rodriguez #      | Yolanda Rodriguez* | Olga Saenz #           |
| Robert Saenz #      | Mario Salinas #         | Marissa Sanchez #  | Jennifer Santamaria #  |
| Nancy Silva #       | Estela Soza-Garza %     | Rosie Stockwell #  | Maria Elena Sustaita * |
| Michelle Tagle #    |                         |                    |                        |

\* Parent      # ECISD Staff      % Community Member

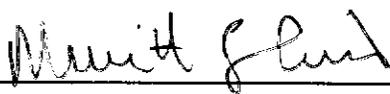
Resource Personnel:

Dr. Rene Gutierrez, Superintendent  
Mario H. Salinas, Asst. Supt. for District Administration  
Albert Lopez, RN, Coordinator of Health Services

Board Policy Reference and Compliance:

This item is in accordance with Board Policy BDF (Legal).

Prepared by:   
Albert Lopez, R.N., Coordinator of Health Services

Approved by:   
Mario H. Salinas  
Assistant Superintendent for District Administration

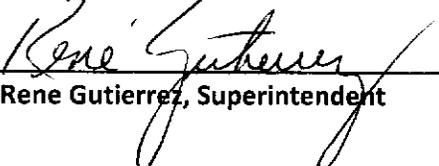
Recommended by:   
Dr. Rene Gutierrez, Superintendent

EXHIBIT \_\_\_\_\_ PAGES \_\_\_\_\_

**APPROVAL OF PURCHASE OF THE MIDDLE SCHOOL ION ELL/CSCOPE EDITION FOR MATH, SCIENCE, AND SOCIAL STUDIES FROM IGNITE! LEARNING FOR BARRIENTES MIDDLE SCHOOL, B.L. GARZA MIDDLE SCHOOL, BREWSTER SCHOOL, HARWELL MIDDLE SCHOOL, MEMORIAL MIDDLE SCHOOL AND SOUTH MIDDLE SCHOOL**

**Superintendent's Recommendation:**

That the Board of Trustees approves the Middle School ION ELL/CSCOPE Edition for Math, Science, and Social Studies from Ignite! Learning for Barrientes Middle School, B.L. Garza Middle School, Brewster School, Harwell Middle School, Memorial Middle School and South Middle School.

**Rationale:**

Ignite! Learning is a digital content solution focusing on the middle grades by motivating hard to reach learners in general education, special education, ELL and enhancing local standards based instruction. Ignite!'s Interactive Math, Science, and Social Studies content area solutions targets lasting progress with interactive materials designed to state, local, subject, and grade level priorities that integrate with existing technology, support classroom instruction, and promote critical thinking. The program accommodates the various styles of learning: linguistic, logical/mathematical, visual/spatial/musical, bodily/kinesthetic, interpersonal and intrapersonal. It offers teachers ways to connect with those students that did not get it from the linear text and offer them a secondary route for learning. This purchase will provide teachers with the new ELL/CSCOPE Edition. Longoria Middle School is excluded from this purchase because they already have the ION ELL/CSCOPE edition.

This agenda item meets purchasing requirements because it is a sole source item.

**Connection to the District Plan:**

*District Goal One: Academic Excellence*

*Objective 1: ECISD will offer all students a challenging high quality curriculum and will provide an Effective delivery system to ensure that all students will achieve and meet the Districts' Performance Objectives standards on the Math, Reading, Writing, English Language Arts, Science and Social Studies sections of the spring 2012 TAKS administration.*

**Paperwork Impact:**

None

**Budgetary Information:**

193-11-6399-00-999-231000 = \$18,000

161-11-6399-00-999-230000 = \$18,000

**Total: \$36,000**

| Funding                   | Description      | Approp. | Encumb  | Expend. | Bal.    |
|---------------------------|------------------|---------|---------|---------|---------|
| 193-11-6399-00-999-231000 | General Supplies | 27,500  | -0-     | -0-     | 27,500  |
| 161-11-6399-00-999-230000 | General Supplies | 418,485 | 269,690 | 38,932  | 110,062 |

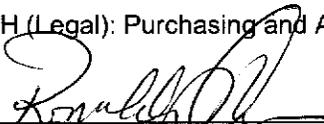
**Resource Personnel:**

Dr. René Gutiérrez, Superintendent of Schools  
 Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services  
 Ron Cavazos, Director of Federal Programs  
 Dr. Rebecca Morrison, Assistant Superintendent for Finance and Operations  
 Sylvia Garcia, Director of Finance

**Board Policy Reference and Compliance:**

This item is in accordance with Board Policy CH (Legal): Purchasing and Acquisition.

Prepared by

  
 Ron Cavazos, Director of Federal Programs

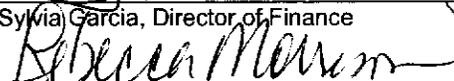
Approved by

  
 Maria Luisa Guerra, Asst. Supt. for Instruction & Support Svcs.

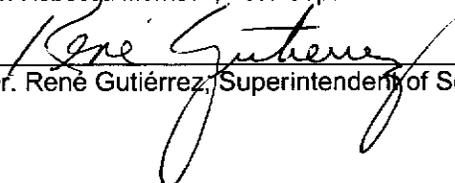
Within Budgetary Allocation

  
 Sylvia Garcia, Director of Finance

Finance Department Approval

  
 Dr. Rebecca Morrison, Asst. Supt. for Finance & Operations

Recommended by

  
 Dr. René Gutiérrez, Superintendent of Schools

# Ignite Learning

2905 SAN GABRIEL, SUITE 212  
 AUSTIN, TEXAS 78705  
 866-464-4648  
 512-697-7001  
 David Arredondo  
 956-874-9123 darredondo@ignitelearning.com

# Renewal Proposal

October 7, 2011

Mrs. Maria-Luisa Guerra  
 Edinburg CISD  
 Deputy Superintendent for Curriculum & Instruction  
 Griselda Quintanilla CATE Director

| SALESPERSON     | PHONE        | EMAIL                                                                       | SHIPPING METHOD | DELIVERY DATE | PAYMENT TERMS  |
|-----------------|--------------|-----------------------------------------------------------------------------|-----------------|---------------|----------------|
| David Arredondo | 956-874-9123 | darredondo@ignitelearning.com                                               | Ground          | N/A           | Due on receipt |
| SKU             | Qty          | Part Description                                                            | Grade           | Ind Price     | Line Total     |
| MISION-CSCODE61 | 6            | Middle School ICON - Post Purchase CSCODE Exemplar Lesson Level Edition ADD | 4th-8th         | \$ 3,000.00   | \$ 18,000.00   |
| MISION-ELL      | 6            | Middle School ICON - Post Purchase ELL Edition ADD                          | 4th-8th         | \$ 3,000.00   | \$ 18,000.00   |
| MISION-AY       | 6            | Middle School ICON - Post Purchase Academic Vocabulary Update               | 4th-8th         |               | NO CHARGE      |
| MISION-FLASHI   | 6            | Middle School ICON - Post Purchase Interactive Integrated Print Update      | 4th-8th         |               | NO CHARGE      |
| MISION-CLASS    | 6            | Middle School ICON - C.L.A.S.S Web-based Student Lab/Home Extension Access  | 4th-8th         |               | NO CHARGE      |
| IGNVISION       | 6            | Ignite! Vision - Administrator Data Tracking System Updates                 | 4th-8th         |               | NO CHARGE      |
| IGNSTAR         | 6            | Ignite! STAR Enhancement Assessment Updates                                 | 4th-8th         |               | NO CHARGE      |

Sub-total \$ 36,000.00  
 Shipping & Handling NO CHARGE  
 Renewal & Additions \$ 36,000.00

Remit to Ignite! Learning \$ 36,000.00

# Ignite! Learning

## 2011 Sole Source Provider

Ignite! Inc. is the sole owner of its Ignite! Learning Curriculum and all copyrighted content and material, patentable designs and processes, trademarks, and all intellectual property used in the courseware being provided by Ignite! Inc. holds a 2005 copyright on content and materials. The curriculum comes in five delivery platforms: Curriculum on Wheels (COW), The Brick, The Torch, The Stick and ION (Ignite! Over Network). Ignite! Inc is the sole owner of all five delivery platforms.

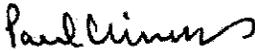
Ignite! Learning has one issued design patent and one utility patent pending related to our unique COW product in addition to various copyrights that fully cover the software contained in the COW:

1. A design patent – This issued patent protects the look and the unit against outright duplication.
2. A utility patent – This pending patent protects the concept of using an integrated turnkey solution in the classroom to deliver comprehensive print and media materials using Ignite!'s unique approach to engaging learners while keeping the teacher the center of the curriculum. This pending patent broadly applies to any form of teaching with such turnkey appliance – K12, workplace, tutorial, etc. using Ignite!'s curricular approach.

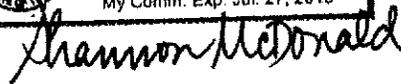
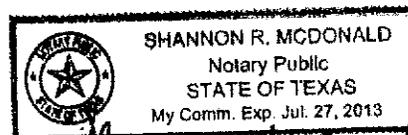
Furthermore, there is/are no other like item(s) or product(s) available for purchase that would serve the same purposes or function and there is only one price for the above named product(s) because of exclusive distribution and marketing rights with the exception of Puerto Rico. Therefore, please accept this letter as verification that Ignite! Inc. is the only authorized sole source for the Curriculum on Wheels, or COW, The Brick, The Torch, The Stick and the ION courseware.

If you have any questions about this sole source statement, please feel free to call at 512-697-7000.

Best Regards,



Ignite! Learning



2905 San Gabriel  
Suite #212  
Austin, TX 78705

PHONE (512) 697-7019  
FAX (512) 697-7002  
E-MAIL [mjohnson@ignitelearning.com](mailto:mjohnson@ignitelearning.com)  
WEB SITE <http://www.ignitelearning.com>



EXHIBIT \_\_\_\_\_

# SOLE SOURCE MEMORANDUM

DATE: October 19, 2011  
TO: Assistant Superintendent for Finance & Operations  
FROM: Maria Luisa Guerra CAMPUS: Administration  
SUBJECT: SOLE SOURCE AFFIDAVIT FOR Ignite! Learning  
(Name of Vendor)

PURCHASE AMOUNT: \$ 36,000 REQUISITION NO: \_\_\_\_\_

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)  
Purchase of the ION ELL/Cscope Edition for all Middle Schools (excluding Longoria MS)

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- \_\_\_\_\_ - **There is no competitive or similar product.**  
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- \_\_\_\_\_ - **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- x   - **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- \_\_\_\_\_ - **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- \_\_\_\_\_ - **The item is produced by prison workers.** The state benefits from the sale of these items.
- \_\_\_\_\_ - **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Maria Luisa Guerra 10/21/2011  
Signature Date

*(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)*

EXHIBIT \_\_\_\_\_

**APPROVAL OF PURCHASE OF IGNITE! LEARNING TORCHES FOR ALL EDINBURG C.I.S.D. ELEMENTARY CAMPUSES**

**Superintendent's Recommendation:**

That the Board of Trustees approves the purchase of Ignite! Learning torches for all Edinburg C.I.S.D. elementary campuses.

**Rationale:**

The Ignite Learning plug and play device (Torch) contains interactive multi-media for Math, Science, and Social Studies with ELL/CSCOPE support content videos and activities for grades 4 and 5. Teachers may use these CSCOPE and TEKS aligned videos to target the linguistic/mathematical, visual/spatial/musical, bodily kinetic learning styles of the students. The Ignite Torch integrates with the 21st Century Classroom Technology Hardware Initiatives (laptop, media projector, document camera, Promethean Board and Interwrite Pad). The Ignite Torch will be used in our 4th and 5th grade classrooms and it will provide opportunities for teachers to enhance their lessons and engage the students with TEKS and CSCOPE curriculum alignment.

This agenda item meets purchasing requirements because it is a sole source item.

**Connection to the District Plan:**

*District Goal One: Academic Excellence*

*Objective 1: ECISD will offer all students a challenging high quality curriculum and will provide an Effective delivery system to ensure that all students will achieve and meet the Districts' Performance Objectives standards on the Math, Reading, Writing, English Language Arts, Science and Social Studies sections of the spring 2012 TAKS administration.*

**Paperwork Impact:**

None

**Budgetary Information:**

199-11-6399-00-885-211000 = \$23,707  
 199-11-6399-00-999-231000 = \$23,707  
 161-11-6399-00-999-230000 = \$23,706

**Total: \$71,120**

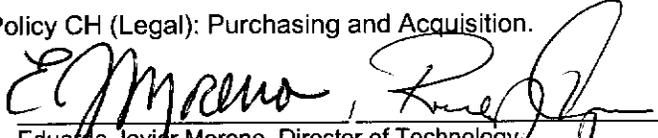
| Funding                   | Description      | Approp.    | Encumb     | Expend.   | Bal.       |
|---------------------------|------------------|------------|------------|-----------|------------|
| 199-11-6399-00-885-211000 | General Supplies | 23,707.00  | -0-        | -0-       | 23,707.00  |
| 199-11-6399-52-999-211000 | General Supplies | 51,412.00  | 928.40     | -0-       | 50,483.60  |
| 161-11-6399-00-999-230000 | General Supplies | 418,485.00 | 269,690.00 | 38,932.52 | 110,062.48 |

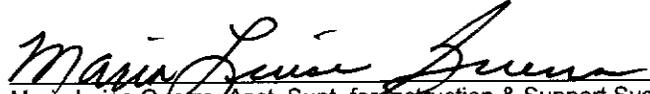
**Resource Personnel:**

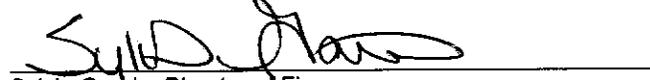
Dr. René Gutiérrez, Superintendent of Schools  
 Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services  
 Dr. Rebecca Morrison, Assistant Superintendent for Finance and Operations  
 Sylvia Garcia, Director of Finance  
 Ron Cavazos, Director of Federal Programs  
 Eduardo Javier Moreno, Director of Technology

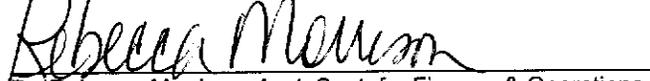
**Board Policy Reference and Compliance:**

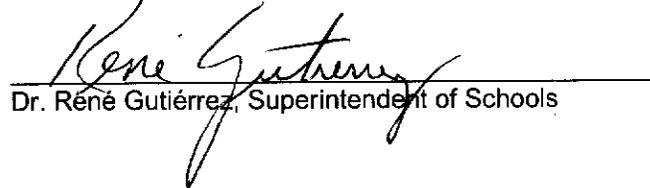
This item is in accordance with Board Policy CH (Legal): Purchasing and Acquisition.

Prepared by   
 Eduardo Javier Moreno, Director of Technology,  
 Ron Cavazos, Director of Federal Programs

Approved by   
 Maria Luisa Guerra, Asst. Supt. for Instruction & Support Svcs.

Within Budgetary Allocation   
 Sylvia Garcia, Director of Finance

Finance Department Approval   
 Dr. Rebecca Morrison, Asst. Supt. for Finance & Operations

Recommended by   
 Dr. René Gutiérrez, Superintendent of Schools

# Torch Trade-In Proposal

October 19, 2011



2905 SAN GABRIEL, SUITE 212  
AUSTIN, TEXAS 78705

Phone 866-464-4648  
Fax 512-697-7001

Support contact: David Arredondo

956-874-9123 darredondo@ignitelearning.com

Attention to Mrs. Mania-Louisa Guerra  
Edinburg CISD  
Deputy Superintendent for Curriculum & Instruction

| SALESPERSON     | PHONE        | EMAIL                                                              | SHIPPING METHOD       | DELIVERY DATE | PAYMENT TERMS  |
|-----------------|--------------|--------------------------------------------------------------------|-----------------------|---------------|----------------|
| David Arredondo | 956-874-9123 | darredondo@ignitelearning.com                                      | Ground                | N/A           | Due on receipt |
| SKU             | Qty          | Part Description                                                   | Grade                 | Ind Price     | Line Total     |
| TORCH-ELL       | 254          | ELL Edition Elementary All Subject Torches                         | 4th & 5 <sup>th</sup> | \$ 405.00     | \$ 102,870.00  |
| TORCH-CREDIT    | 254          | Standard Torch Trade-In Credit Program (50%)                       | 4th & 5 <sup>th</sup> | \$ (125.00)   | \$ (31,750.00) |
| TORCH-FLASH     | 254          | Integrated Interactive Print Added to Torches                      | 4th & 5 <sup>th</sup> | NO CHARGE     | NO CHARGE      |
| TORCH-AV        | 254          | Embedded Academic Vocabulary Added to Torches                      | 4th & 5 <sup>th</sup> | NO CHARGE     | NO CHARGE      |
| TORCH-CSCOPE    | 254          | Post Purchase C.SCOPE, 6 Week, Exemplar Lesson Updates for Torches | 4th & 5 <sup>th</sup> | NO CHARGE     | NO CHARGE      |
| IGNSTAAR        | 254          | Ignitel STAAR Enhancement Assessment Updates for Torches           | 4th & 5 <sup>th</sup> | NO CHARGE     | NO CHARGE      |

Sub-total \$ 71,120.00  
Shipping & Handling NO CHARGE  
Renewal & Additions \$ 71,120.00

Remit to Ignitel Learning \$ 71,120.00

# SOLE SOURCE MEMORANDUM

DATE: October 19, 2011  
TO: Assistant Superintendent for Finance & Operations  
FROM: Maria Luisa Guerra CAMPUS: Administration  
SUBJECT: SOLE SOURCE AFFIDAVIT FOR Ignite! Learning  
(Name of Vendor)

PURCHASE AMOUNT: \$ 71,120 REQUISITION NO: \_\_\_\_\_

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)  
Purchase of Ignite! Learning torches for all elementary campuses

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- \_\_\_\_\_ - **There is no competitive or similar product.**  
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- \_\_\_\_\_ - **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- x   - **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- \_\_\_\_\_ - **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- \_\_\_\_\_ - **The item is produced by prison workers.** The state benefits from the sale of these items.
- \_\_\_\_\_ - **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Maria Luisa Guerra 10/21/2011  
Signature Date

*(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)*

EXHIBIT \_\_\_\_\_

# Ignite! Learning

## 2011 Sole Source Provider

Ignite! Inc. is the sole owner of its Ignite! Learning Curriculum and all copyrighted content and material, patentable designs and processes, trademarks, and all intellectual property used in the courseware being provided by Ignite! Ignite! Inc. holds a 2005 copyright on content and materials. The curriculum comes in five delivery platforms: Curriculum on Wheels (COW), The Brick, The Torch, The Stick and ION (Ignite! Over Network). Ignite! Inc is the sole owner of all five delivery platforms.

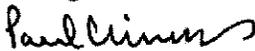
Ignite! Learning has one issued design patent and one utility patent pending related to our unique COW product in addition to various copyrights that fully cover the software contained in the COW:

1. A design patent – This issued patent protects the look and the unit against outright duplication.
2. A utility patent – This pending patent protects the concept of using an integrated turnkey solution in the classroom to deliver comprehensive print and media materials using Ignite!'s unique approach to engaging learners while keeping the teacher the center of the curriculum. This pending patent broadly applies to any form of teaching with such turnkey appliance – K-12, workplace, tutorial, etc. using Ignite!'s curricular approach.

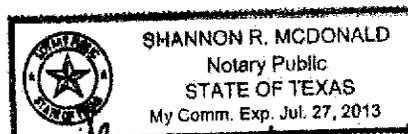
Furthermore, there is/are no other like item(s) or product(s) available for purchase that would serve the same purposes or function and there is only one price for the above named product(s) because of exclusive distribution and marketing rights with the exception of Puerto Rico. Therefore, please accept this letter as verification that Ignite! Inc. is the only authorized sole source for the Curriculum on Wheels, or COW, The Brick, The Torch, The Stick and the ION courseware.

If you have any questions about this sole source statement, please feel free to call at 512-697-7000.

Best Regards,



Ignite! Learning



*Shannon McDonald*

2905 San Gabriel  
Suite #212  
Austin, TX 78705

PHONE (512) 697-7019  
FAX (512) 697-7002  
E-MAIL [mjohnson@ignitelearning.com](mailto:mjohnson@ignitelearning.com)  
WEB SITE <http://www.ignitelearning.com>



EXHIBIT \_\_\_\_\_

CONSIDERATION OF AND POSSIBLE ACTION REGARDING LEVEL III GRIEVANCE – RACHEL J. CARMONA, COACH, EDINBURG HIGH SCHOOL

Superintendent's Recommendation

Consideration of and possible action regarding Level III Grievance – Rachel J. Carmona, Coach, Edinburg High School.

Rationale

Level III grievance hearing for Rachel J. Carmona was held on October 11, 2011, in open session as requested by Ms. Carmona's legal counsel.

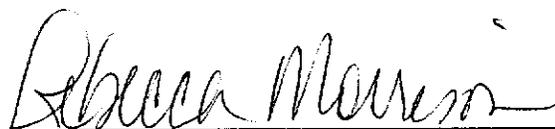
Resource Personnel

Dr. René Gutiérrez  
Dr. Rebecca Morrison

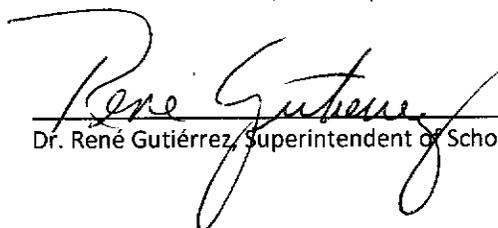
Board Policy Reference

This is in accordance with Board Policy, DGBA (Legal) Personnel-Management Relations Employee Complaints/Grievances.

Approved by:

  
\_\_\_\_\_  
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:

  
\_\_\_\_\_  
Dr. René Gutiérrez, Superintendent of Schools