February 12, 2014

The Region One Education Service Center Child Nutrition Program – South Texas Cooperative is accepting proposals for:

**Wireless Temperature Monitoring Systems**

Sealed proposals are to be mailed or hand delivered to the attention of Marc David Garcia, Purchasing Specialist, Region One ESC, 1900 West Schunior Street, Edinburg, Texas 78541-2233. Please mark your envelope plainly: **Wireless Temperature Monitoring Systems – Proposal 14-02-13**

Sealed proposals will be accepted until 3:00 p.m. on Wednesday, March 19, 2014, at which time they will be opened. Proposals will be opened in the Business Office of Region One ESC, 1900 West Schunior Street, Edinburg, Texas. Bidders are invited to be present at the opening of the proposals at the above date and time. Only proposals received by the date and time specified will be considered. Proposals received after the deadline are considered late and will be returned unopened. Region One ESC is not responsible for proposals mislabeled, misplaced or mailed incorrectly. **Faxed or E-mailed proposals will not be accepted.**

Please reply using the enclosed forms. Please submit one original copy of your proposal, and one digital copy on a USB. Any questions on this proposal should be submitted in writing to Marc David Garcia, Purchasing Specialist via fax (956) 984-7654, mailed to his attention at 1900 West Schunior Street, Edinburg, Texas 78541-2233 or e-mailed at mdgarcia@esc1.net.

The awarding of the proposal will take place at a public Region One ESC board meeting. The Board of Region One ESC reserves the right to accept, reject any and/or all proposals, waive minor technicalities, to award contracts for individual items as they may appear advantageous to the Region One ESC and its members or to award the proposal to the most responsible offeror which best serves the interest of the Region One ESC and its cooperative members.

We look forward to hearing from you.

Sincerely,

Dr. Cornelio Gonzalez
Executive Director

Frances Guzman
Deputy Director for Business Operations and Finance Support

Enclosure

*Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, gender, or disability.*
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**WIRELESS TEMPERATURE MONITORING SYSTEMS**

**PROPOSAL 14-02-13**

**DUE: MARCH 19, 2014**

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**Attachment A**

**Attachment B**
In order for your proposal to be considered in the proposal process, the following items are required to be included in the proposal package:

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**FAILURE TO MANUALLY SIGN THE PROPOSAL WILL DISQUALIFY IT**
STANDARD TERMS AND CONDITIONS

The words “bids, proposals, quotes” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, requests for proposals, quotes, competitive sealed quotes, etc. to which they are attached.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller’s name and address; (b) Consignee’s name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed as to secure the lowest transportation costs and to conform with requirements of common carriers and any other specifications. Buyer’s count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: Title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in proposal: Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller’s proposal, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

5. NO PLACEMENT OF DEFECTIVE TENDER: Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are “no arrival, no sale”.

7. INVOICE AND PAYMENTS:
   a. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Region One Education Service Center, Accounts Payable, 1900 West Schunior Street, Edinburg, TX 78541-2233. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable department advised of any changes in your remittance addresses.
   b. Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
   c. Do not include Federal Excise, State or City Sales Tax. The Region One Education Service Center shall furnish exemption certificate, if required.

8. GRATUITIES: The buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the Region One Education Service Center with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
10. WARRANTY PRICE:
   a. The price to be paid by the buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of like kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
   b. The Seller warrants that no person or selling agency has been employed retained to solicit this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For the breach or violations of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by the Seller, if any. In the event of a conflict between the specifications, drawings and descriptions the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make proper correction within a reasonable time or 30 days whichever is shorter, correction may be made by the buyer at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to seller for indemnification in the event that seller is sued on the ground of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of the agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT TO INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work here-under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, or any other causes no reasonably in the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

21. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the code is to control.

22. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the agreement.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that demand is made and no assurance is given within (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

26. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer or Region One Education Service Center employee shall have a financial interest, direct or indirect, in any contract with the Region One Education Service Center, or shall be financially interested, directly or indirectly, in the sale to the Region One Education Service Center of any land, materials, supplies or services, except on behalf of the Region One Education Service Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from their office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the Region One Education Service Center shall render the contract null and void.

27. OVERCHARGES: Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
THE WORDS “BIDS, PROPOSALS, QUOTES” AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, REQUEST FOR PROPOSALS, QUOTES, COMPETITIVE SEALED QUOTES, ETC. TO WHICH THEY ARE ATTACHED

1. INSTRUCTIONS TO BIDDERS: Bidders shall carefully examine the specifications and other documents. Should the bidder find discrepancies in, or omissions from the specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the Region One Education Service Center and obtain clarification by addendum prior to submitting any proposal.

2. APPLICABILITY: These conditions are applicable and form a part of all contract documents and a part of the terms and conditions of any proposal submitted, unless, bidder takes exception in writing when submitting quotations.

3. PROPOSAL SUBMISSION: A signed, submitted proposal constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation. Proposals must be submitted on this form only and must reach the Region One Education Service Center Business Office, 1900 West Schunior Street, Edinburg, Texas 78541-2233 on or before 3:00 PM, Wednesday, March 19, 2014. Submit one (1) original copy and one (1) digital copy on a USB in a sealed envelope, plainly marked SEALED PROPOSAL: Proposal 14-02-13 Wireless Temperature Monitoring Systems, 1900 West Schunior Street, Edinburg, Texas 78541-2233. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. It will be the responsibility of the bidder to deliver the proposal to the office of the Purchasing Specialist at the Business Office before the proposal opening time. The Region One Education Service Center will not be responsible for delivering mail to the Purchasing Department from the post office. Vendors are advised to hand deliver all proposals to the Purchasing office well in advance of the proposal opening time. Late proposals will be returned unopened. Proposals are to be delivered to Region One Education Service Center F.O.B. Inquiries pertaining to this proposal should be identified by title, date and proposal number. In the event you are unable to proposal, please so indicate on this form and return to us.

4. SEALED PROPOSAL: Only sealed proposals are acceptable. Faxed or telephone proposals will not be accepted by Region One Education Service Center.

5. ACCEPTANCE: Region One Education Service Center reserves the right to accept or reject any or all proposals, to waive all formalities in the proposal process and to accept the offer considered most advantageous to the Region One Education Service Center and/or its cooperative members.

6. ERROR/QUANTITY: Proposals must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit price will govern.

7. ACCURACY OF PROPOSALS: It is specifically understood and provided that a bidder's proposal represents a true and correct statement of such proposal and contains no clause for claim of omission or error. Any bidder who is extended the privilege of withdrawing
a proposal because of having proven mechanical error in their proposal will be removed from the proposal list.

8. **DELIVERIES:** All deliveries required in this proposal will be freight prepaid, F.O.B. destination. Proposal prices will include all freight and delivery charges. The Region One Education Service Center and/or its cooperative members assumes no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by Region One Education Service Center of damage.

9. **PRICES:** Proposal prices must be for a minimum of ninety (90) days from the date of proposal closing. In the case of an annual contract proposal request, the price must remain firm for the period specified. "Discount from List" proposals are not acceptable unless specifically requested.

10. **AUTHORIZED SIGNATURE:** Proposals must show full firm name and address of bidder, and be manually signed. Failure to do so will disqualify proposal. Person signing proposal must show title or authority to bind his firm in a contract.

11. **WITHDRAWAL OF PROPOSAL:** Will not be allowed for a period of 60 days following the proposal opening. No proposal may be withdrawn after closing without acceptable reason in writing and with the approval of the Deputy Director Business Operations and Finance Support.

12. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after proposal closing. Alterations or interlineations made before proposal closing must be initialed by bidder to guarantee authenticity.

13. **INVOICES:** All invoices must be submitted for payment by the successful bidder to the appropriate cooperative member. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during Region One ESC and/or its cooperative member’s fiscal year in which the good(s) and/or services are purchased. Each invoice to be verified by cooperative member.

14. **CASH DISCOUNT:** Payment terms are Net 30 days given that the goods and/or services received are in satisfactory condition. Any discounts available to the Region One Education Service Center and/or its cooperative members for early payment should be noted. Discounts may be considered in determining low proposal.

15. **TAXES:** The Region One Education Service Center and its cooperative members are exempt from State sales tax. Taxes must not be included in the proposal. Tax exemption certificates will be executed by the Region One Education Service Center, or cooperative member, and furnished upon request.

16. **INSURANCE:** If insurance and/or workman's compensation is required by the Region One Education Service Center for said proposal item(s), proof of insurance and/or workman's compensation should be submitted to the Risk Manager prior to commencement of the project. The Region One Education Service Center and/or its cooperative members reserves the right to review all insurance policies pertaining to proposal item(s) to guarantee that the proper coverage is obtained by the bidder.

17. **SPECIFICATIONS:** Specifications may be those developed by the Purchasing Department to represent items of regularly manufactured products.
   a. Region One Education Service Center specifications have been developed by the Purchasing Department to show minimal standards as to the usage, materials, and contents based on their needs.
b. Manufacturer's specifications, when used by the Region One Education Service Center, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered.

18. EQUIVALENT CAUSE: Whenever in any of the Conditions of Agreement, an article, or material, is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or Region One Education Service Center approved equal", if not inserted, will be implied. The specific article or material mentioned will be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and will not be construed in such a manner as to exclude manufacturer’s products of comparable quality, design and efficiency. If brand other than specified is offered, complete descriptive information of said article must be included with the proposal. If bidder takes no exception to specifications of referenced data, brand names, models, etc. as specified, must be available for inspection by Region One Education Service Center’s personnel.

19. SAMPLES: When called for, samples will be submitted with the proposal unless stated otherwise. Samples will be delivered by the bidder to the attention of the Library Services and Media Coordinator, 1900 West Schunior Street, Edinburg, Texas 78541-2233, prior to the opening of the proposals, and placed in a location designated for examination of such samples. Each sample will be clearly tagged to show the bidder's name, address, proposal title and proposal item number for which the sample is proposed.
   a. Additional samples needed for a proposal to be evaluated properly will be delivered within five (5) working days from the time the vendor is notified by the Purchasing Department.
   b. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

20. EXCEPTIONS: All proposals must include a detailed statement of exceptions taken to any part of the request. Note any deviation from the specifications and submit those changed specifications as alternates.

21. WARRANTY CONDITIONS: Warranty conditions for all components will be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Bidder will be an authorized dealer, distributor or manufacturer for the product. All components proposal will be new unless clearly stated in writing. All applicable warranty literature must be submitted with proposal.

22. DELIVERIES/PENALTIES: Proposal must show the number of calendar days required to place the materials in the possession of the Region One Education Service Center and/or its cooperative members. Do not quote shipping dates. Failure to specify the delivery date will obligate bidder to complete delivery in two (2) weeks from the date the proposal is awarded. Unrealistically short or undue long delivery promises may cause the proposal to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the proposal vendor list.

23. DELIVERY TIME: Deliveries will be accepted only during normal working hours, 8:00 AM to 3:00 PM, Monday through Friday at the designated Region One Education Service Center facility, unless otherwise specified. Cooperative member deliveries to be scheduled during their normal working hours.
24. EVALUATION OF PROPOSAL: All proposal evaluations will take into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor's service and date of proposed delivery and placement. It is not the policy of the Region One Education Service Center to purchase on the basis of low proposal alone. Quality and suitability to purposed being the controlling factors: it being understood that Region One Education Service Center reserves the right to arrive at such by whatever means Region One Education Service Center may determine.

25. REMEDIES: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the bidder’s own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

26. ADMINISTRATIVE REMEDIES: Bidder agrees to exhaust its administrative remedies under Region One Education Service Center Policy or the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

27. PROPOSAL SUBMISSION: By submitting a proposal, each bidder agrees to waive any claim it has or may have against Region One Education Service Center and its respective employees and officers and consultants and their respective employees and officers, arising out of or in connection with the administration evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

28. CONTRACT FOR PURCHASE: Contract for purchase will be put into effect by means of a Region One Education Service Center purchase order(s) executed by the Region One Education Service Center Business Office after proposals have been awarded. Any additional agreement/contracts to be signed by Region One Education Service Center will be included with the proposal.

29. CONDITION: Unless otherwise indicated, items will be new, unused and in first class condition and delivered in containers suitable for damage-free shipment and storage. Region One Education Service Center will not accept “factory seconds” or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor’s expense.

30. TIE PROPOSALS: Consistent and continued tie bidding on any commodity could cause for rejection of all proposals by the Region One Education Service Center and/or investigation by the Attorney General to determine possible Anti-Trust violations.

31. PATENT RIGHTS: The vendor agrees to protect the Region One Education Service Center and/or its cooperative members from any claim involving patent right infringement of copyrights on goods supplied.

32. NO BID: Vendors who do not submit a proposal are requested to notify the Region One Education Service Center Purchasing Department in writing if they wish to receive future proposals. Failure to do so may result in their being deleted from Region One Education Service Center's vendor list.

33. UNRESPONSIVE VENDORS: Proposals from unresponsive vendors will not be accepted. Bidders having a history of inconsistent service and unreliability will not be considered by the Region One Education Service Center to be a responsible bidder.
34. **RESPONSIBLE BIDDER:** The business must be a well-established, financially stable organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

35. **PUBLIC INFORMATION:** Region One considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act, (Texas Government Code, Chapter 552.001, et seq.,) after a contract is awarded.

Respondents are hereby notified that Region One strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of information. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, Region One cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondents including information it considers confidential in its proposal are encouraged to consult their attorney regarding protection of this information.

36. **PROTEST PROCEDURES:** In the event of a timely protest, the Purchasing Department shall take any action reasonably necessary to resolve a protest of an aggrieved bidder/vendor concerning procurement. The Purchasing Department shall promptly issue a determination to the protester which states the reasons for action taken, and inform the protester of the right to appeal to the Deputy Director for the Division of Business and Operations. The Deputy Director shall promptly issue a determination to the protester and inform the protester of the right to appeal to the Executive Director. The Executive Director shall promptly issue a determination to the protestor of the right to appeal to the Board of Directors.

37. **CONTRACTS AND AGREEMENTS:** All contracts and agreements between Vendors and Region One Education Service Center and/or its cooperative members will strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws.

38. **QUESTIONS:** Any question concerning this proposal should be addressed to the Purchasing Specialist, Region One Education Service Center.
NOTICE TO OFFERORS

The following information is to provide the Bidder with the needed information on how to complete and submit their proposal response. Items below apply to and become a part of terms and conditions of proposals unless superseded by any attached terms and supplemental conditions or specifications in which case attached conditions will prevail. Any exceptions must be in writing.

1. Submit one (1) original paper copy and one (1) digital copy on a USB placed in an envelope, sealed and properly identified with the proposal title and proposal number.

2. Proposals must be received in the Business Department office Wednesday, March 19, 2014, located at 1900 West Schunior Street, Edinburg, Texas, and will be opened at 3:00 p.m. Proposals received after the deadline are considered late and will not be considered under any circumstances.

3. Proposals must be firm for acceptance for ninety (90) days from proposal opening date. No Proposal may be withdrawn without written approval after a contract has been signed or partial performance of the proposal agreement has begun.

4. **Failure to manually sign proposal will disqualify it.** Person signing proposal should show title or authority to bind their firm to a contract.

5. Region One ESC reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of Region One ESC and CNP-STC members.

6. **No Bid:** Proposers not submitting a bid after two consecutive requests for bids advertisements may be removed from the vendors list.

7. **Term of Contract:** The contract will be effective upon Region One ESC Board of Directors approval through August 31, 2016, with the option to extend up to two (2) additional one (1) year periods if both parties are in agreement.

8. No faxed or e-mailed proposals to Region One ESC will be accepted.

9. Fill in all the blanks and answer all the questions in the proposal specifications provided. **Detailed specifications are included (must complete attachment A). Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.** At the time of the award, the successful vendors will be notified which products are acceptable to the cooperative members.

10. **Venue:** In the event of legal disputes related to this contract, the venue shall be in Hidalgo County, State of Texas.

11. **Other Required Contract Provisions:** All bidders (contractors and subcontractors) shall be in compliance with the following provisions or conditions as mandated by the United
States Department of Agriculture (USDA) and/or the Texas Department of Agriculture (TDA):


11.2 Copeland “Anti-Kickback” Act as supplemented in Department of Labor regulations.

11.3 Davis-Bacon Act as supplemented by Department of Labor regulations.

11.4 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor regulations.

11.5 Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), for all contracts, subcontracts and subgrants of amounts in excess of $100,000; see page 34.


11.7 CNP-STC members are prohibited from contracting with a company or individual that has been debarred or suspended for all contracts, subcontracts and subgrants of amounts in excess of $100,000; see page 34. Excluded Parties List System can be reviewed at https://www.epis.gov. Suspension and debarment actions can be reviewed at http://epls.arnet.gov.

11.8 Access by the Region One ESC, CNP-STC member, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11.9 Retention of all required records for five (5) years after final payments and all other pending matters are closed.

12. **BILLING AND PAYMENT INSTRUCTIONS:** Invoices must include: a) Purchase Order Number, b) Invoice should be marked – Wireless Temperature Monitoring Systems RFP 14-02-13.
Region One Education Service Center is seeking to establish an agreement with one or more businesses, public or private organizations or other entities that wish to provide Vendor products/services to the Region One ESC Child Nutrition Program – South Texas Cooperative (CNP-STC). Region One Education Service Center seeks sealed proposals from firms to perform a variety of services, upon request, related to the efficient operation of public organizations such as regional education service centers and school districts.

1. REGION ONE ESC OVERVIEW.
   1.1 The Region One Education Service Center, located in South Texas on the United States/Mexico border, is part of a state-wide system of 20 regional education service centers created by the 59th Texas Legislature to assist school districts across the state. Originally slated to work with school districts as a media center, the role of the education service center has expanded to work alongside school districts to carry out the three main objectives as stipulated in the TEC §8.002: assist school districts in improving student performance, enable school districts to operate more efficiently and economically, and implement initiatives assigned by Texas Legislature or the commissioner.
   1.2 A map of the Region is available at the following website address: 
   http://www.esc1.net/domain/3
   1.3 Region One ESC serves 37 school districts and 24 charter school campuses in the seven county areas of Cameron County, Hidalgo County, Jim Hogg County, Starr County, Webb County, Willacy County, and Zapata County.
   1.4 The Child Nutrition Program – South Texas Cooperative (CNP-STC) currently serves 70 members, which represents over 458,000 students, and approximately 362 delivery sites. CNP-STC members are the only authorized entities to use this contract, see Attachment B.

2. AWARD LETTER. An awarded Bidder, hereby known as an “Approved Vendor”, is required to present their Vendor Approval Letter issued by Region One ESC’s CNP-STC to the CNP-STC member districts as required by local policy before offering services. This letter is not an endorsement of the product or service, or guarantee of service acceptance by the individual member districts.

3. VENDOR SELECTION PROCESS
   3.1 CNP-STC members will determine which Approved Vendor they wish to use based on the following, but not limited to: suitability of Approved Vendor to the CNP-STC member’s need; and whether the Vendor’s items will be beneficial to the CNP-STC member and its community.
   3.2 CNP-STC members will be allowed to select an Approved Vendor from the approved list.

4. DISTRICT ACCESS
   4.1 Approved Vendors are not authorized to make unsolicited contact with individual CNP-STC members if/when a member has an interest in a particular Approved Vendor product/service, the CNP-STC member will make the initial contact with the Approved Vendor.
4.2 Once services are requested by the CNP-STC member, Approved Vendors are asked to limit their contact with CNP-STC member representatives to only those time necessary to conduct appropriate Vendor activities or as governed by local policy.

4.2.1 No CNP-STC member visits are to be made during the first two or last two weeks of the school year unless otherwise requested by the CNP-STC member. A district school calendar is available at each individual member district’s website or through access via http://www.esc1.net.

4.2.2 Approved Vendors are encouraged to contact a CNP-STC member prior to their visit to arrange for an appropriate time to meet with CNP-STC member personnel. It is the option of the individual CNP-STC member personnel to determine if the permit holder will be granted an appointment.

5. PAYMENTS TERMS. No payments shall be made prior to the delivery of the product or service. Texas Government Code § 2251.021 shall govern when payments are due to Vendor. In accordance with Texas Government Code § 2251.021, payments are due to Vendor by Region One ESC and/or its CNP-STC member whose governing body meets only once a month or less frequently, within **forty-five (45) days** after the later of the following: (1) the date Region One ESC and/or its CNP-STC member receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date Region One ESC and/or its CNP-STC member receives an invoice for the goods or service. For Region One ESC and/or its CNP-STC members whose governing bodies meet more than once a month or more often, payments are due by those entities within **thirty (30) days** after the later of the following: (1) the date the Region One ESC and/or its CNP-STC members receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Region One ESC and/or its CNP-STC member receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from Region One ESC and/or its CNP-STC member not later than the tenth (10th) day after the date Vendor receives the payment from Region One ESC and/or its CNP-STC member. The exceptions to payments made by Region One ESC and/or its CNP-STC members, and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

6. AWARD.

6.1 Region One ESC and CNP-STC member Policy CH (Local) requires that all contracts or agreements shall be signed by the Superintendent of their designee. No other personnel are authorized to execute or enter into contracts on behalf of the Region One ESC or CNP-STC member. By doing so, an individual can be held personally responsible for the obligation and the act may be grounds for disciplinary action up to and including termination.

6.2 Any contracts or agreements signed by any Region One ESC or CNP-STC member employee other than the Superintendent or their designee shall be considered null and void.

7. GIFTS AND CONTRIBUTIONS. No gifts or contributions will be allowed under the contract from the Approved Vendor to any Region One ESC or CNP-STC member employee.

8. CANCELLATION OF APPROVAL. Failure to abide by these guidelines or complaints received from CNP-STC members during the contract period will result in the cancellation of the permit, removal of the awarded company from the approved list, and prohibition from contacting Region One ESC or CNP-STC member personnel concerning Approved Vendors.
9. **TYPES OF SERVICE.** The types of Wireless Temperature Monitoring Systems for use in School Nutrition Programs that are anticipated that will be needed to fulfill the purpose of this proposal include, but are not limited to:

- Temperature Management System
  - Monitoring of Equipment Temperatures
  - Monitoring of Critical Control Point Temperatures
  - Temperature Management Reports
  - Temperature Management Alerts

10. **SCOPE OF WORK.** Each proposal submitted shall detail the type of PROCESSING OF USDA FOODS FOR SY15 that the firm is prepared to furnish in accordance with the conditions and specifications as stated. No estimate of volume of firm engagement by contract by the ESC or CNP-STC member is included or implied in this proposal. More than one vendor may be approved to provide a specific type of service or product as listed above.

11. **AS NEEDED:** It is understood and agreed that the Region One ESC and its cooperative members reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this bid offer as so modified and subsequent thereto. The Member will purchase bid awards of supplies and materials during the year on an “as needed basis”.

12. **GUARANTEE:** A minimum of ninety (90) days guarantee or standard commercial warranty, whichever is greater, shall be provided on all materials. In the event of failure, the vendor agrees to repair or replace such units at no cost to the Member, within ten (10) working days.

13. **VENDOR NOTICE:** Region One ESC and its cooperative members reserves the right to extend purchasing contracts under Subchapter B. General Interlocal Contracting Authority 791.011. Definition of school districts may be found in section 271.003 subsection (9) of the Texas Law Bulletin. The Member is responsible for approval of contracting authority by order of a duly authorized resolution adopted by each participating entity.

14. **EXTENSION CLAUSE:** This contract may be renewed for two (2) one-year extensions if the Vendor and the Region One ESC mutually agree and no increases in cost are incurred except for the growth of Member organization. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.005 (B) concerning non-appropriations clauses for multi-year contracts. The Region One ESC Board of Directors reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

15. **INSURANCE:** To protect the Region One ESC and its cooperative members and its employees against liability, loss, or expense on account of damage to property or injury or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, bidder shall procure and maintain, as its sole expense and until acceptance of the work by the Member, insurance as hereinafter enumerated in policies which shall be subject to approval as to form, amount and issuing company. Amounts listed are minimums.

16. **INSURANCE REQUIREMENTS:** Bidder must carry and provide proof of insurance which meets the requirements established by the Region One ESC. Proof of insurance coverage must be submitted with bid. *This insurance is required only for work done on a Member property.*

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workman's Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$500,000 each accident</td>
</tr>
</tbody>
</table>
17

$500,000 policy limit  
$500,000 each employee

<table>
<thead>
<tr>
<th>Liability Type</th>
<th>Limit/Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$500,000 Combined Single Limits</td>
</tr>
<tr>
<td>Bodily Injury &amp;-</td>
<td>$1,000,000 Aggregate</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$250,000 each person</td>
</tr>
<tr>
<td>Automotive Liability</td>
<td>$500,000 each accident</td>
</tr>
<tr>
<td>Bodily Injury -</td>
<td>$250,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
</tr>
</tbody>
</table>

18. INSTALLATION: (When applicable) the successful bidder shall provide the following services and requirements at no additional cost above the initial bid price on equipment or furniture. Provide transportation of the items to the building, locating the items in the proper location within the building, uncrating, complete assembly and adjustment by a trained installation mechanic and removal of all debris. Set in place, make the machine ready, start up, analyze and correct any malfunction of the equipment. Provide all materials equipment and labor to place machinery in top operating condition or to fully assemble transportation equipment.

19. SB 9: Region One ESC and its Members may require persons who enter a district campus to display the person’s driver’s license or another form of identification containing the person’s photograph issued by a governmental entity in accordance with SB 9 as passed by the 80th Legislature. School districts could create electronic databases to store information about visitors to campuses. This information could be used only for school security and could not be sold or otherwise disseminated to a third party. Region One ESC and its Members may verify whether a visitor is a sex offender registered with the computerized central database maintained by the Texas Department of Public Safety as provided by Article 62.005, Code of Criminal Procedure, or any other database accessible by the Region One ESC and its Members. Additionally, Region One ESC and its Members may require fingerprinting and criminal background checks for persons who enter a campus when required by local policy.

20. SPECIFICATIONS: Pricing and/or discounts must be provided on the Attachment A – Specifications form provided in this proposal.

Region One Education Service Center reserves the right to accept or reject any or all proposals and to waive any or all formalities.
To help us ensure you receive orders from cooperative members in a timely manner, please indicate below the method of order transmission that you would prefer. Please complete this form and return it with your Request for Proposal. Orders will be available through one of two options:

Option 1: Internet. Vendors will need to have Internet access available to them and preferable an e-mail addresses so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to those vendors who choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors will need to have a designated fax line available at all times to receive purchase orders.

Company: ___________________________________ Contact Name: __________________________

Please choose only one of the following options for receipt of purchase orders:

☐ I plan to use the Internet to retrieve purchase orders.

E-mail Address: ________________________________________________________________

Internet Contact: ___________________________ Phone: ______________

Alternate E-mail Address: ________________________________________________

Alternate Internet Contact: _________________________ Phone: ______________

☐ I plan to receive purchase orders via fax.

Fax Number: ________________________________________________________________

Fax Contact: ___________________________ Phone: __________________

Please indicate the e-mail address for receipt of RFQ (Request for Quotes):

E-mail Address: ________________________________________________________________

Alternate E-mail Address: ________________________________________________

Please indicate the address and contact for receipt of invoices:

As part of any contract arising from this proposal, your company will not be billed the two per cent (2%) service fee monthly. Please provide the following information regarding receipt of invoices that will be sent to your company for the fee should Region One and vendor agree on fee at a later date:

Mailing address: ___________________________ Department: _____________

City: ___________________________ State: _____________ Zip Code: _____________

Contact Name: ___________________________ Phone: __________________

Fax: ______________ Email Address: ________________________________________________
Please Type All Information

Contact Name: ____________________________
Phone Number: ____________________________
Fax Number: ________________________________
Email: ______________________________________
Website: ____________________________________

W-9

Request for Taxpayer
Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ☐
☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requestor’s name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer Identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of 
U.S. person ▶

Date ▶

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If the undersigned bidder intends to deviate from the General Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Cooperative will consider any deviations in its proposal award decisions, and the Cooperative reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the Cooperative of their full compliance with the General and Special Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

☐ No Deviations
☐ Yes Deviations

List any deviations your company is submitting below:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Delivery Terms: ☐ FOB Destination (freight included in price)
   ☐ FOB Shipping Point (deviation to specs)

2. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Other: ______________

3. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other: __________

4. Number of Days for Delivery: ________ARO

5. Vendor Reference/Quote Number: ________________________________

6. State your return policy:

____________________________________________________________________
____________________________________________________________________

7. Are electronic payments acceptable to your company: ☐Yes ☐ No

Company Name

Signature of Authorized Company Official
It is the intent of these specifications to secure proposals for:
Wireless Temperature Monitoring Systems Proposal 14-02-13
Due Wednesday, March 19, 2014 @ 3:00 pm

For further information, Please submit questions in writing to:
Marc David Garcia
Purchasing Specialist
Region One Education Service Center
1900 West Schunior Street
Edinburg, Texas 78541-2233
Phone (956) 984-6178
Fax (956) 984-7654
Email: mdgarcia@esc1.net

According to the Texas Education Code, Subchapter B, Section 44.031(b), in determining to whom to award a contract, the Region One ESC Purchasing Cooperative shall consider the following:

(1) The cost to Region One ESC and its Cooperative members;

(2) Vendor experience with Wireless Temperature Monitoring Systems Products and/or Services;

(3) The reputation of the vendor and of the vendor's goods and services;

(4) The quality of the vendor's service(s)/good(s);

(5) The extent to which the goods or services meet Region One ESC member's needs;

(6) The vendor's past relationship with Region One ESC or its members, if any;

(7) The impact on Region One ESC and its member's ability to comply with laws and rules relating to historically underutilized businesses;

(8) The total long-term cost to Region One ESC and its members to acquire the vendor's service(s)/good(s);

(9) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor's ultimate parent company or majority owner (a) has its principal place of business in this State, or (b) employs at least 500 persons in this State;

(10) Any other relevant factor that Region One ESC or its members would consider in selecting a vendor.
The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. [http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm). This law makes it necessary for the Region One ESC to determine the residency of its bidders. In part, this law reads as follows:

“Section: 2252.001
(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002
A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that ________________________________

Name of Company Bidding

is, under Section: 2252.001 (3) and (4), a

____________ Resident Bidder ___________ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_________________________ in the state of _______________________________.

________________________________________

Signature of Authorized Company Representative

________________________________________

Print Name

________________________________________

Title Date

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As defined by Texas House Bill 602, a “nonresident bidder” means a bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

☐ I certify that my company is a “Resident Bidder”:

________________________________________________________________________
Company Name

If your company’s principal location is out of state and you are claiming “Resident Bidder” status, does your company employ 500 or more persons within the State of Texas?
☐ Yes
☐ No

☐ I certify that my company qualifies as a “Nonresident Bidder”
(Note: You must furnish the following information)

Indicate the following information for your “Resident State”:
(The state your principal place of business is located in)

Company Name
________________________________________________________________________ Address

________________________________________________________________________
City State Zip Code

A. Does your “resident state” require bidders whose principal place of business is in Texas to under price bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)
☐ Yes
☐ No

B. What is the prescribed amount or percentage? $___________ or _________% 

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

________________________________________________________________________
Company Name

________________________________________________________________________
Signature of Authorized Company Official
State of Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please check off one box and sign the form in the appropriate space(s)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true and to the best of my knowledge.

VENDOR’S NAME: 

AUTHORIZED COMPANY OFFICIAL’S NAME (PRINTED): 

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:

C. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s):

Detail of Conviction(s):

Signature of Company Official:
<table>
<thead>
<tr>
<th><strong>CONFLICT OF INTEREST QUESTIONNAIRE</strong> For vendor or other person doing business with local governmental entity</th>
<th><strong>OFFICE USE ONLY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law, this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</td>
<td>Date Received</td>
</tr>
</tbody>
</table>

1. **Name of person doing business with local governmental entity.**

2. **Check this box if you are filing an update to a previously filed questionnaire.**

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

4. **Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**
**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor or other person doing business with local governmental entity, Page 2**

---

**5**  
Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes  ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes  ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes  ☐ No

D. Describe each affiliation or business relationship.

---

**6**

Describe any other affiliation or business relationship that might cause a conflict of interest

---

Signature of person doing business with the governmental entity  

Date
The undersigned Bidder, by signing and executing this proposal, certifies and represents to the Region One Education Service Center that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal;

the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Region One Education Service Center concerning this proposal on the basis of any consideration not authorized by law;

the Bidder also certifies and represents that Bidder has not received any information not available to other Bidders so as to give the undersigned an advantage with respect to this proposal;

the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Region One Education Service Center in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any office, trustee, agent or employee of the Region One Education Service Center in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

the Bidder certifies that the Bidder has not prepared this proposal and will not prepare any future proposals arising from this Request for Competitive Sealed Proposals in collusion with any other respondent, and that the content of any future proposals arising out of this Proposal will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the Service Center’s selection of a contractor for this Proposal.

FIRM NAME

ADDRESS

CITY/STATE/ZIP

TYPED NAME OF REPRESENTATIVE(S)

SIGNATURE OF REPRESENTATIVE(S)

DATE
The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or any individual affiliated with Region One ESC prior to the official opening of this proposal.

I further affirm that the contents of this proposal will not be discussed with any individual other than the Compliance Auditor (or his designee) prior to the approval of this proposal by the Board. Failure to observe this procedure may be course for rejection of the proposal.

I, ____________________________, have read the standard terms and conditions. (Print/Type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on page 17.

I fully understand the proposal specifications.

COMPANY ____________________________________________________________

ADDRESS ____________________________________________________________

CITY, STATE, ZIP CODE _______________________________________________

(AREA CODE) TELEPHONE (_____) ________________________________

_________________________ ___________ ___________
SIGNATURE DATE TITLE

______________________________
PRINTED NAME OF ABOVE

The signing of this page indicates understanding and acceptance of this proposal’s terms and conditions.
BIDDER PREFERENCE CERTIFICATION

ANSWER THE FOLLOWING QUESTIONS:

1. Is your principle place of business in TEXAS?  YES _____ NO _____

2. If NO, in which state is your principle place of business? ______________________

3. If NO, does your state favor resident Bidders by a dollar increment or percentage?  YES ___ NO ___

4. If Yes, what is the dollar increment or percentage? ______________________

For information these questions, see Article 601g of the Texas Civil Statues.

CERTIFICATION REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

COMPANY ________________________________

ADDRESS ________________________________

CITY, STATE, ZIP CODE ________________________________

(AREA CODE) TELEPHONE (____) ________________________________

_________________________  __________________________  __________________________
SIGNATURE              DATE                TITLE

_________________________
PRINTED NAME OF ABOVE
Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. **Please attach a copy of HUB certification.**

- I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)
  - Minority Owned Business
  - Small Business
  - Women Owned Business

- My company has **NOT** been certified as a Historically Underutilized Business (HUB).

Company Name

________________________________________________________________________________________

Signature of Authorized Company Official
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before completing certification, read attached instructions)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying”, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

COMPLIANCE CERTIFICATION TO EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

COMPANY ____________________________

ADDRESS ____________________________

CITY, STATE, ZIP CODE ____________________________

(AREA CODE) TELEPHONE (________)

________________________________________

SIGNATURE DATE TITLE

________________________________________

PRINTED NAME OF ABOVE
Region One ESC is interested in receiving competitive pricing on all items it bids. We place significant value on quality vendors and we also desire to keep your firm as a proposer and a supplier of materials, equipment and/or services; therefore, it is important for us to determine why you are not proposing on this contract item. We will analyze your response and attempt to determine if future changes are necessary in our specification development and procedures.

I/WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS: (Please place an X by one or more of the reasons listed below.)

1. _____ Do not supply the requested product/service.
2. _____ Quantities offered or scope of job is TOO SMALL to be supplied by my company.
3. _____ Quantities offered or scope of job is TOO LARGE to be supplied by my company.
4. _____ Specifications are “too tight” or appear to be written around a proprietary product. (Please elaborate on this item.)
5. _____ Cannot bid against MANUFACTURER on this item.
6. _____ Cannot bid against JOBBER on this item.
7. _____ Time frame for proposing was too short. (Please elaborate on your primary reason for this judgment.)
8. _____ Other ________________________________

IF YOU DID NOT PROPOSE and wish to remain on the Region One ESC bid list for this item, please indicate:

_____ I wish to remain on the bid list.
_____ I do not wish to remain on the bid list.

COMPANY NAME

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE PRINT

ADDRESS

CITY/STATE/ZIP

TELEPHONE NUMBER                FAX NUMBER
If your company has more than one location that will be servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary.

(Please Type or Print)

______________________________________________________________________

Company Name

______________________________________________________________________

Address

______________________________________________________________________

City ___________________________ State _______________ Zip _______________

______________________________________________________________________

Phone Number ___________________________ Fax Number

______________________________________________________________________

Email

______________________________________________________________________

Contact Person

______________________________________________________________________

Company Name

______________________________________________________________________

Address

______________________________________________________________________

City ___________________________ State _______________ Zip _______________

______________________________________________________________________

Phone Number ___________________________ Fax Number

______________________________________________________________________

Email

______________________________________________________________________

Contact Person
PART I: For proposal response to be considered each vendor must supply a minimum of five (5) references, preferably educational or governmental entities in Texas. Please fill out all of the following information including existing price/discounts offered to each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in this proposal with prices/discounts offered to other educational or governmental customers.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact</th>
<th>Phone#</th>
<th>Discount</th>
<th>Quantity/Volume</th>
<th>FOB</th>
<th>Term</th>
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<tbody>
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<td></td>
</tr>
<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<td>4.</td>
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<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Attach sheet(s) as necessary

Do any deviations from your written policies or standard governmental sales practices disclosed in the above chart ever result in better discounts (lower prices) than indicated? **YES □ NO □**. If YES, explain deviations:

____________________________________________________________________________________

________________________________________________________________

PART II: For proposal response to be considered each vendor must submit their marketing strategy if awarded this proposal or a portion thereof. (Example: how will your company inform Region One ESC’s membership of your company’s contract with the Service Center initially and how will your company continue to support the Region One ESC Purchasing Cooperative for the duration of the contract period? Attach additional pages if necessary.)

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

________________________________________________
Company Name

________________________________________________
Signature of Authorized Company Official
Region One Education Service Center Child Nutrition Program – South Texas Cooperative is requesting proposals for Wireless Temperature Monitoring Systems on behalf of its members.

1. Temperature Management System: wireless Web-based system able to remotely and accurately measure and link continuous real-time temperature, operational data from freezers, coolers, milk boxes, storerooms and/or and dishwashers, through the use of temperature sensors.
   a. Accurate 24/7/365 temperature logging of coolers, freezers, milk boxes, and storerooms
   b. Monitoring and management of critical food and equipment temperatures
   c. Ability to monitor temperatures at any time/step in the flow of food process
   d. Ability to access on any mobile phone, tablet, laptop, or PC
   e. Corrective actions for critical temperatures prompted and documented
   f. Electronic HACCP reports
   g. Automated calibration logs
   h. Data accessible 24/7/365
   i. Automated alerts via text, email and/or phone
   j. Customization of temperature parameters
   k. Customization of menu items
   l. Compatible with most major web browsers, including: Internet Explorer, FireFox, Google Chrome, and Safari.

2. Ability to monitor the following equipment:
   - Walk-In Freezers
     - □ Yes □ No
   - Walk-In Coolers
     - □ Yes □ No
   - Reach-in and Pass-Thru Refrigerators
     - □ Yes □ No
   - Storerooms
     - □ Yes □ No
   - Dishwashers
     - □ Yes □ No

3. Cost data:

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<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>Annual Service/Maintenance Fee</td>
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<tr>
<td>2a</td>
<td>Temperature Sensors - Wi-Fi</td>
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</tr>
<tr>
<td>2b</td>
<td>Temperature Sensors - other</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Temperature Receiver</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Handheld Thermometer Device</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Thermometer Probe</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Software</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Software User License</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Software Upgrade and Service – Per Year</td>
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</tr>
<tr>
<td>9</td>
<td>Installation</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Training</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Cost for Replacement Components – specify:</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Any Other Costs and/or Fees not specified above:</td>
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</tr>
</tbody>
</table>

Total Cost:
<table>
<thead>
<tr>
<th>DISTRICT / ORGANIZATION</th>
<th>ADA</th>
<th>MAILING ADDRESS</th>
<th>CONTACT NAME</th>
<th>EMAIL</th>
<th>PHONE #</th>
<th>FAX #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brownsville ISD</td>
<td>49,190</td>
<td>1900 East Price Road Brownsville, Texas 78521</td>
<td>Silverio Capistran</td>
<td><a href="mailto:scapistran@bisd.us">scapistran@bisd.us</a></td>
<td>(956) 548-8450</td>
<td>(956) 982-2898</td>
</tr>
<tr>
<td>Cameron County Purchasing Dept.</td>
<td></td>
<td>964 East Harrison Street Brownsville, Texas 78520</td>
<td>Michael Forbes</td>
<td><a href="mailto:mforbes@co.cameron.tx.us">mforbes@co.cameron.tx.us</a></td>
<td>(956) 544-0871</td>
<td>(956) 550-7219</td>
</tr>
<tr>
<td>Donna ISD</td>
<td>15,276</td>
<td>116 North 10th Street Donna, Texas 78537</td>
<td>Raul Torres</td>
<td><a href="mailto:ratorres@donnaisd.net">ratorres@donnaisd.net</a></td>
<td>(956) 464-1815</td>
<td>(956) 464-1933</td>
</tr>
<tr>
<td>Edcouch-Elsa ISD</td>
<td>5,162</td>
<td>P.O. Box 127 Edcouch, Texas 78538</td>
<td>Jessica Garay</td>
<td><a href="mailto:igaray@eesd.org">igaray@eesd.org</a></td>
<td>(956) 262-6005</td>
<td>(956) 262-3919</td>
</tr>
<tr>
<td>Edinburg CISD</td>
<td>33,673</td>
<td>1313 East Schunior Edinburg, Texas 78541</td>
<td>Jaime Perez</td>
<td><a href="mailto:jo.perez@ecisd.us">jo.perez@ecisd.us</a></td>
<td>(956) 289-2575</td>
<td>(956) 380-8905</td>
</tr>
<tr>
<td>Harlingen CISD</td>
<td>18,509</td>
<td>1901 N. 77 Sunshine Strip Harlingen, Texas 78550</td>
<td>Judy Baker</td>
<td><a href="mailto:judy.baker@hcisd.org">judy.baker@hcisd.org</a></td>
<td>(956) 427-3310</td>
<td>(956) 427-3944</td>
</tr>
<tr>
<td>Hidalgo ISD</td>
<td>3,307</td>
<td>P.O. Box 117 Edinburg, Texas 78540</td>
<td>Ambrosio Tovar</td>
<td><a href="mailto:ambrosio.tovar@hchsp.org">ambrosio.tovar@hchsp.org</a></td>
<td>(956) 380-4149</td>
<td>(956) 381-0439</td>
</tr>
<tr>
<td>Jim Hogg CISD</td>
<td>1,118</td>
<td>100 East Cano, 4th Floor Edinburg, Texas 78539</td>
<td>Gilbert Silva</td>
<td><a href="mailto:gilbert.silva@hchsp.org">gilbert.silva@hchsp.org</a></td>
<td>(956) 383-0706</td>
<td>(956) 380-2588</td>
</tr>
<tr>
<td>Hidalgo County Headstart Program &amp; Hidalgo County Purchasing Dept.</td>
<td>3,690</td>
<td>1217 East Pirate Drive Hidalgo, Texas 78557</td>
<td>Martha Salazar</td>
<td><a href="mailto:marthasalazar@co.hidalgo.tx.us">marthasalazar@co.hidalgo.tx.us</a></td>
<td>(956) 318-2626</td>
<td>(956) 318-2629</td>
</tr>
<tr>
<td>IDEA Public Schools</td>
<td>12,567</td>
<td>505 Angelita Dr. Suite 9 Weslaco, Texas 78596</td>
<td>Terry Mendez</td>
<td><a href="mailto:maria.mendez@ideapublicschools.org">maria.mendez@ideapublicschools.org</a></td>
<td>(956) 377-8023</td>
<td>(956) 377-8000</td>
</tr>
<tr>
<td>La Feria ISD</td>
<td>3,712</td>
<td>P.O. Box 1159 La Feria, Texas 78559</td>
<td>Cynthia Casas</td>
<td><a href="mailto:cynthia.casas@laferiaisd.org">cynthia.casas@laferiaisd.org</a></td>
<td>(956) 797-2585</td>
<td>(956) 797-9205</td>
</tr>
<tr>
<td>La Joya ISD</td>
<td>29,235</td>
<td>310-A East Expressway 83 La Joya, Texas 78560</td>
<td>Laura Villarreal</td>
<td><a href="mailto:lvillarreal6@lajoyaisd.net">lvillarreal6@lajoyaisd.net</a></td>
<td>(956) 323-2118</td>
<td>(956) 323-2120</td>
</tr>
<tr>
<td>Laredo ISD</td>
<td>24,823</td>
<td>P.O. Box 2457 Laredo, Texas 78044</td>
<td>Roberto Cuellar</td>
<td><a href="mailto:robcuellar@laredoisd.org">robcuellar@laredoisd.org</a></td>
<td>(956) 273-1601</td>
<td>(956) 795-3657</td>
</tr>
<tr>
<td>Lasara ISD</td>
<td>502</td>
<td>P.O. Box 57 Lasara, Texas 78561</td>
<td>Ramiro Hernandez</td>
<td><a href="mailto:rhernandez@lasaraisd.net">rhernandez@lasaraisd.net</a></td>
<td>(956) 642-5419</td>
<td>(956) 642-3546</td>
</tr>
<tr>
<td>La Villa ISD</td>
<td>652</td>
<td>P.O. Box 9 La Villa, Texas 78562</td>
<td>Mary Cazares</td>
<td><a href="mailto:cazaresluna@yahoo.com">cazaresluna@yahoo.com</a></td>
<td>(956) 262-4755</td>
<td>(956) 262-5408</td>
</tr>
<tr>
<td>Los Fresnos CISD</td>
<td>10,424</td>
<td>P.O. Box 309 Los Fresnos, Texas 78566</td>
<td>Jorge Metsker-Galarza</td>
<td><a href="mailto:jmetesker-galarza@lfcisd.net">jmetesker-galarza@lfcisd.net</a></td>
<td>(956) 254-5055</td>
<td>(956) 233-3938</td>
</tr>
<tr>
<td>DISTRICT / ORGANIZATION</td>
<td>ADA</td>
<td>MAILING ADDRESS</td>
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</tr>
<tr>
<td>Lyford CISD</td>
<td>1,593</td>
<td>P.O. Drawer 220 Lyford, Texas 78569</td>
<td>Cynthia Vasquez</td>
<td><a href="mailto:cynthia.vasquez@lyfordcisd.net">cynthia.vasquez@lyfordcisd.net</a></td>
<td>(956) 347-3907</td>
<td>(956) 347-3927</td>
</tr>
<tr>
<td>McAllen ISD</td>
<td>24,931</td>
<td>4309 Warrior Drive McAllen, Texas 78501</td>
<td>Alexandra G. Molina</td>
<td><a href="mailto:alexandra.molina@mcallenisd.net">alexandra.molina@mcallenisd.net</a></td>
<td>(956) 632-3226</td>
<td>(956) 618-7347</td>
</tr>
<tr>
<td>Mercedes ISD</td>
<td>5,705</td>
<td>P.O. Box 419 Mercedes, Texas 78570</td>
<td>Cynthia Cardenas</td>
<td><a href="mailto:ccardenas@misdtx.net">ccardenas@misdtx.net</a></td>
<td>(956) 514-2037</td>
<td>(956) 514-2039</td>
</tr>
<tr>
<td>Mission CISD</td>
<td>15,534</td>
<td>1201 Bryce Drive Mission, Texas 78572-4399</td>
<td>Maria D. Woodrum (Rosy)</td>
<td><a href="mailto:nwoodrum@mcsisd.org">nwoodrum@mcsisd.org</a></td>
<td>(956) 323-3800</td>
<td>(956) 323-8176</td>
</tr>
<tr>
<td>Monte Alto ISD</td>
<td>1,057</td>
<td>25149 1st Street Monte Alto, Texas 78538</td>
<td>Juan Gutierrez</td>
<td><a href="mailto:juangutierrez@montealtoisd.org">juangutierrez@montealtoisd.org</a></td>
<td>(956) 262-6136</td>
<td>(956) 262-5535</td>
</tr>
<tr>
<td>Pharr-San Juan-Alamo ISD</td>
<td>32,050</td>
<td>800 South Stewart Road San Juan, Texas 78589</td>
<td>Imelda Palacios</td>
<td><a href="mailto:aurora.palacios@psjaisd.us">aurora.palacios@psjaisd.us</a></td>
<td>(956) 784-8545</td>
<td>(956) 354-3044</td>
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<tr>
<td>Point Isabel ISD</td>
<td>2,642</td>
<td>1702 2nd Street Port Isabel, Texas 78578</td>
<td>Audrey Pena</td>
<td><a href="mailto:apena@pi-isd.net">apena@pi-isd.net</a></td>
<td>(956) 943-0350</td>
<td>(956) 943-0351</td>
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<tr>
<td>Progreso ISD</td>
<td>2,154</td>
<td>P.O. Box 610 FM 1015 Progreso, Texas 78579</td>
<td>Anabela Rodriguez</td>
<td><a href="mailto:anarodriguez@progresoedu.net">anarodriguez@progresoedu.net</a></td>
<td>(956) 514-0945 Ext. 233</td>
<td>(956) 565-9402</td>
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<tr>
<td>Raymondville ISD</td>
<td>2,204</td>
<td>419 FM 3168 Raymondville, Texas 78580</td>
<td>Margaret Ramirez</td>
<td><a href="mailto:ramirezm@raymondvilleisd.org">ramirezm@raymondvilleisd.org</a></td>
<td>(956) 689-8184</td>
<td>(956) 689-8153</td>
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<tr>
<td>Rio Grande City CISD</td>
<td>10,834</td>
<td>Fort Ringgold Rio Grande City, Texas 78582</td>
<td>Patsy Ramirez</td>
<td><a href="mailto:paramirez@rgccisd.org">paramirez@rgccisd.org</a></td>
<td>(956) 488-6206</td>
<td>(956) 716-6794</td>
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<tr>
<td>Rio Hondo ISD</td>
<td>2,213</td>
<td>215 West Colorado Street Rio Hondo, Texas 78583</td>
<td>Leonor Gomez</td>
<td><a href="mailto:leonor@mail.roihondoisd.net">leonor@mail.roihondoisd.net</a></td>
<td>(956) 748-1046</td>
<td>(956) 748-1183</td>
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<tr>
<td>Roma ISD</td>
<td>6,511</td>
<td>P.O. Box 187 Roma, Texas 78584</td>
<td>J.J. Trevino</td>
<td><a href="mailto:jjtrevino@romaisd.com">jjtrevino@romaisd.com</a></td>
<td>(956) 849-3891</td>
<td>(956) 849-7331</td>
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<tr>
<td>San Benito CISD</td>
<td>11,171</td>
<td>240 North Crockett San Benito, Texas 78586</td>
<td>Jana Landrum</td>
<td><a href="mailto:jlanadrump@sbcisd.net">jlanadrump@sbcisd.net</a></td>
<td>(956) 361-6400</td>
<td>(956) 361-2590</td>
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<tr>
<td>San Isidro ISD</td>
<td>263</td>
<td>P.O. Box 10 San Isidro, Texas 78588</td>
<td>Leonel Olivarez</td>
<td><a href="mailto:leonelo@granderriver.net">leonelo@granderriver.net</a></td>
<td>(956) 481-3101</td>
<td>(956) 481-3597</td>
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<tr>
<td>San Perlita ISD</td>
<td>280</td>
<td>P.O. Box 37 San Perlita, Texas 78590</td>
<td>Deborah Rodriguez</td>
<td><a href="mailto:ddriguez@spisd.org">ddriguez@spisd.org</a></td>
<td>(956) 248-5562</td>
<td>(956) 248-5561</td>
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<tr>
<td>Santa Maria ISD</td>
<td>729</td>
<td>P.O. Box 448 Santa Maria, Texas 78592</td>
<td>Liza Garza</td>
<td><a href="mailto:elizabethgarza@smisd.net">elizabethgarza@smisd.net</a></td>
<td>(956) 514-4988</td>
<td>(956) 565-0598</td>
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<td>Santa Rosa ISD</td>
<td>1,176</td>
<td>P.O. Box 368 Santa Rosa, Texas 78593</td>
<td>Joe Salazar</td>
<td><a href="mailto:josalazar@srtx.org">josalazar@srtx.org</a></td>
<td>(956) 636-9810</td>
<td>(956) 636-9811</td>
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<td>Sharyland ISD</td>
<td>10,232</td>
<td>1243 E. Business 83 Mission, Texas 78572</td>
<td>Cynthia Sanchez</td>
<td><a href="mailto:cssanchez@sharylandisd.org">cssanchez@sharylandisd.org</a></td>
<td>(956) 580-5200 Ext. 1085</td>
<td>(956) 580-5225</td>
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<td>South Texas ISD</td>
<td>3,381</td>
<td>100 Med High Drive Mercedes, Texas 78570</td>
<td>Ray Coody</td>
<td><a href="mailto:ray.coody@stisd.net">ray.coody@stisd.net</a></td>
<td>(956) 514-4236</td>
<td>(956) 514-1977</td>
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<td>South Texas Technologies, Inc. / Horizon Montessori</td>
<td>881</td>
<td>519 S. Texas Blvd. Weslaco, Texas 78596</td>
<td>Rolando Hernandez</td>
<td><a href="mailto:rihernandez@horizonmontessori.net">rihernandez@horizonmontessori.net</a></td>
<td>(956) 969-3092</td>
<td>(956) 969-8614</td>
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<td>United ISD</td>
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<td>5201 Bob Bullock Loop Laredo, Texas 78041</td>
<td>Raul Ramirez</td>
<td><a href="mailto:rramirez@uisd.net">rramirez@uisd.net</a></td>
<td>(956) 473-6556</td>
<td>(956) 473-6595</td>
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<td>Valley View ISD</td>
<td>4,760</td>
<td>1300 Anaya Road Pharr, Texas 78577</td>
<td>Karla L. Rodriguez</td>
<td><a href="mailto:krodriguez@vviewisd.net">krodriguez@vviewisd.net</a></td>
<td>(956) 340-1170</td>
<td>(956) 787-4255</td>
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<td>Webb County ISD</td>
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<td>P.O. Box 206 Bruni, Texas 78344-0206</td>
<td>Martha Gonzalez</td>
<td><a href="mailto:martha.gonzalez@webbccisd.com">martha.gonzalez@webbccisd.com</a></td>
<td>(361) 747-5415 Ext. 102</td>
<td>(361) 747-5202</td>
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<td>Weslaco ISD</td>
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<td>306 North Bridge Street Weslaco, Texas 78596</td>
<td>Dora Pena</td>
<td><a href="mailto:dpena@wisd.us">dpena@wisd.us</a></td>
<td>(956) 969-6593</td>
<td>(956) 969-6596</td>
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<td>Zapata CISD</td>
<td>3,597</td>
<td>P.O. Box 158 Zapata, Texas 78076</td>
<td>Lesvia Cuellar</td>
<td><a href="mailto:lcuellar@zcisd.org">lcuellar@zcisd.org</a></td>
<td>(956) 765-6858 Ext. 2420 or 2422</td>
<td>(956)765-5940</td>
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<td>REGION 2</td>
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<td>Aqua Dulce ISD</td>
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<td>P. O. Box 250 Agua Dulce, Texas 78330</td>
<td>James Schumann</td>
<td><a href="mailto:jschumann@adisd.net">jschumann@adisd.net</a></td>
<td>(361) 998-2542</td>
<td>(361) 998-2816</td>
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<tr>
<td>Banquete ISD</td>
<td>856</td>
<td>P. O. Box 369 Banquete, Texas 78339</td>
<td>Leah Civis</td>
<td><a href="mailto:lciwis@banqueteisd.esc2.net">lciwis@banqueteisd.esc2.net</a></td>
<td>(361) 387-2551</td>
<td>(361) 387-7188</td>
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<tr>
<td>Ben Bolt-Palito Blanco ISD</td>
<td>621</td>
<td>Box 547 Ben Bolt, Texas 78342</td>
<td>Yolanda Gonzalez</td>
<td><a href="mailto:ygonzalez@bbisd.esc2.net">ygonzalez@bbisd.esc2.net</a></td>
<td>(361) 664-5341</td>
<td>(361) 668-0406</td>
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<tr>
<td>Benavides ISD</td>
<td>362</td>
<td>Drawer P Benavides, Texas 78341</td>
<td>Virginia Cantu</td>
<td><a href="mailto:ycantu@benavidesisd.net">ycantu@benavidesisd.net</a></td>
<td>(361) 256-3035</td>
<td>(361) 256-3037</td>
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<tr>
<td>Calhoun County ISD</td>
<td>4,256</td>
<td>115 Ash Street Port Lavaca, Texas 77979</td>
<td>Charlene Willoughby</td>
<td><a href="mailto:willoughbyc@calcoisd.org">willoughbyc@calcoisd.org</a></td>
<td>(361) 552-5356</td>
<td>(361) 551-2608</td>
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<tr>
<td>Del Mar College</td>
<td>12,236</td>
<td>101 Baldwin Blvd. Corpus Christi, Texas 78404</td>
<td>Rebecca Trevino</td>
<td><a href="mailto:rtrevino@delmar.edu">rtrevino@delmar.edu</a></td>
<td>(361) 698-2379</td>
<td>(361) 698-2388</td>
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<tr>
<td>Driscoll ISD</td>
<td>292</td>
<td>Box 238 Driscoll, Texas 78351</td>
<td>Minerva Zapata</td>
<td><a href="mailto:mzapata@driscollisd.net">mzapata@driscollisd.net</a></td>
<td>(361) 387-7349 Ext. 4020</td>
<td>(361) 767-6406</td>
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<tr>
<td>Dr. M L Garza Gonzalez Charter School</td>
<td>228</td>
<td>4129 Greenwood Dr. Corpus Christi, Texas 78416</td>
<td>Lilly Provencio</td>
<td><a href="mailto:lillie.provencio@gcclr.org">lillie.provencio@gcclr.org</a></td>
<td>(361) 881-9988 Ext. 214</td>
<td>(361) 881-9994</td>
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<tr>
<td>Flour Bluff ISD</td>
<td>5,607</td>
<td>2505 Waldron Road Corpus Christi, Texas 78418</td>
<td>Gina Valdez</td>
<td><a href="mailto:gvaldez@flourbluffschools.net">gvaldez@flourbluffschools.net</a></td>
<td>(361) 694-9050</td>
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<tr>
<td>Freer ISD</td>
<td>807</td>
<td>905 S. Norton Freer, Texas 78357</td>
<td>Lydia Gonzales</td>
<td><a href="mailto:lgonzales@freerisd.net">lgonzales@freerisd.net</a></td>
<td>(361) 394-5033</td>
<td>(361) 394-5005</td>
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<tr>
<td>George West ISD</td>
<td>1,114</td>
<td>913 Houston Street GeorgeWest, Texas 78022</td>
<td>Gilda Ruiz</td>
<td><a href="mailto:gruiz@gwisd.esc2.net">gruiz@gwisd.esc2.net</a></td>
<td>(361) 449-1914 Ext. 1060</td>
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<tr>
<td>Kenedy County-Wide CSD</td>
<td>83</td>
<td>P.O. Box 100 Sarita, Texas 78385-0100</td>
<td>Johnny Johnson</td>
<td><a href="mailto:jjohnson@saltaschool.net">jjohnson@saltaschool.net</a></td>
<td>(361) 294-5381</td>
<td>(361) 294-5718</td>
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<tr>
<td>La Gloria ISD</td>
<td>106</td>
<td>182 East CR 401 Falfurrias, Texas 78355</td>
<td>David Braswell</td>
<td><a href="mailto:dbbraswell@lagloriasd.esc2.net">dbbraswell@lagloriasd.esc2.net</a></td>
<td>(361) 325-2330</td>
<td>(361) 325-2533</td>
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<tr>
<td>London ISD</td>
<td>615</td>
<td>1306 FM 43 Corpus Christi, Texas 78415</td>
<td>Vicki George</td>
<td><a href="mailto:vgeorge@londonisd.net">vgeorge@londonisd.net</a></td>
<td>(361) 855-0183 Ext. 123</td>
<td>(361) 855-7819</td>
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<tr>
<td>Odem-Edroy ISD</td>
<td>1,045</td>
<td>One Owl Square Odem, Texas 78370</td>
<td>Janie Luna</td>
<td><a href="mailto:lunai@oeisd.org">lunai@oeisd.org</a></td>
<td>(361) 368-4601 Ext. 264</td>
<td>(361) 368-2222</td>
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<tr>
<td>Pawnee ISD</td>
<td>156</td>
<td>Box 569 Pawnee, Texas 78145</td>
<td>Christina Garcia</td>
<td><a href="mailto:cgarcia@pawneeisd.net">cgarcia@pawneeisd.net</a></td>
<td>(361) 456-7256 Ext. 302</td>
<td>(361) 456-7388</td>
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<tr>
<td>Pettus ISD</td>
<td>427</td>
<td>P. O. Box D Pettus, Texas 78146</td>
<td>Lupita Martinez</td>
<td><a href="mailto:lmartinez@pettusisd.esc2.net">lmartinez@pettusisd.esc2.net</a></td>
<td>(361) 375-2564 Ext. 162</td>
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<tr>
<td>Port Aransas ISD</td>
<td>525</td>
<td>100 S. Station Street Port Aransas, Texas 78373</td>
<td>Amy Boulanger</td>
<td><a href="mailto:amyb@paisd.net">amyb@paisd.net</a></td>
<td>(361) 749-1220</td>
<td>(361) 749-1215</td>
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<td>Renee Hillis - Interim</td>
<td><a href="mailto:hillis@paisd.net">hillis@paisd.net</a></td>
<td>(361) 749-1220</td>
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<td>Presbyterian Pan American School</td>
<td>165</td>
<td>P.O. Box 1578</td>
<td>Marlene Zamora</td>
<td><a href="mailto:mzamora@ppas.org">mzamora@ppas.org</a></td>
<td>(361) 592-4307</td>
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<td>Kingsville, Texas 78364-1578</td>
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<tr>
<td>Ramirez CSD</td>
<td>27</td>
<td>10492 School Street</td>
<td>J.T. Garcia</td>
<td><a href="mailto:superintendent@ramirezcsd.net">superintendent@ramirezcsd.net</a></td>
<td>(361) 539-4343</td>
<td>(361) 539-4482</td>
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<td>Realtios, Texas 78376-2644</td>
<td>Superintendent</td>
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<tr>
<td>Ricardo ISD</td>
<td>681</td>
<td>138 West County Road 2160</td>
<td>Noemi Garza</td>
<td><a href="mailto:n_garza04@hotmail.com">n_garza04@hotmail.com</a></td>
<td>(361) 592-6465</td>
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<td>Riviera ISD</td>
<td>462</td>
<td>203 Seahawk Drive</td>
<td>Lupita Guerra</td>
<td><a href="mailto:lguerra@rivieraisd.us">lguerra@rivieraisd.us</a></td>
<td>(361) 296-3105</td>
<td>(361) 296-3108</td>
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<td>Riviera, Texas 78379</td>
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<tr>
<td>Robstown ISD</td>
<td>3,091</td>
<td>801 North First</td>
<td>Lally Carbajal</td>
<td><a href="mailto:hilaria.carbajal@robestownisd.org">hilaria.carbajal@robestownisd.org</a></td>
<td>(361) 767-6600</td>
<td>(361) 387-6982</td>
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<tr>
<td>San Diego ISD</td>
<td>1,345</td>
<td>609 W. Labbe Street</td>
<td>Rosa Maldonado</td>
<td><a href="mailto:rmaldonado@sdisd.esc2.net">rmaldonado@sdisd.esc2.net</a></td>
<td>(361) 279-3382</td>
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<td>Santa Gertrudis ISD</td>
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<td>P. O. Box 592</td>
<td>Kathy Russell</td>
<td><a href="mailto:krussell@sgisd.net">krussell@sgisd.net</a></td>
<td>(361) 592-7582</td>
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<tr>
<td>Sinton ISD</td>
<td>2,189</td>
<td>Box 1337</td>
<td>Gracie Garcia</td>
<td><a href="mailto:ggarcia@sintonisd.net">ggarcia@sintonisd.net</a></td>
<td>(361) 364-6816</td>
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<td>Taft ISD</td>
<td>1,095</td>
<td>400 College Street</td>
<td>Margie Longoria</td>
<td><a href="mailto:mlongoria@taftisd.net">mlongoria@taftisd.net</a></td>
<td>(361) 528-2636</td>
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<td>Three Rivers ISD</td>
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<td>P.O. Box 640</td>
<td>Sharon Clifton</td>
<td><a href="mailto:sclifton@trisd.esc2.net">sclifton@trisd.esc2.net</a></td>
<td>(361) 786-3763</td>
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<td>West Oso ISD</td>
<td>2,033</td>
<td>5202 Bear Lane</td>
<td>Ray N. Williams</td>
<td><a href="mailto:nwilliams1@westosoisd.esc2.net">nwilliams1@westosoisd.esc2.net</a></td>
<td>(361) 806-5966</td>
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Total student enrollment: 458,869

Average Daily Attendance (ADA) based on October PEIMS Data