

## NOTICE OF MEETING OF THE BOARD OF TRUSTEES OF HARRIS COUNTY DEPARTMENT OF EDUCATION

Notice is hereby given that a meeting of the Board of Trustees of Harris County Department of Education will be held on the **20<sup>th</sup> day of September 2023 at 1:00 p.m.** for the Board to conduct the business of that meeting. The meeting will be held in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas. Such a meeting is a **REGULAR BOARD MEETING**.

The subjects to be discussed or considered or upon which any formal action might be taken are on the Agenda following.

Additionally, from time to time an issue will be raised concerning an item on our agenda that had not been anticipated. The issue, while within the scope of the agenda topic, may be one that is required or authorized by law to be considered in executive session rather than in public session. In order for the Board to consider such issue in executive session, rather than postpone consideration of it until the next board meeting, the Board lists below most if not all be all of the sections of the Open Meetings Act that address the purposes for which the Board may lawfully meet in executive/closed session. The Board's purpose is not to meet in executive session to consider matters not on the agenda for the meeting. Instead, its purpose is to efficiently and timely conduct its business in accordance with the law.

Therefore, if, during the course of the meeting on agenda items covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and purposes authorized by Sections 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

- Section 551.071 For the purpose of a private consultation with the Board's attorney on any or all subjects matters authorized by law.*
- Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property.*
- Section 551.073 For the purpose of considering a negotiated contract for a prospective gift or donation.*
- Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.*
- Section 551.076 To consider the deployment, or specific occasions for implementation of security personnel or devices.*
- Section 551.082 For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.*
- Section 551.083 For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.*
- Section 551.084 For the purpose of excluding witness or witnesses from a hearing during examination of another witness.*

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive session, then such final action, final decision, or final vote shall be at either: a) the open meeting covered by this notice upon the reconvening of this public meeting, or b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

*James Colbert, Jr., County School Superintendent*



**The Board of Trustees  
September 20, 2023  
Agenda of Regular Meeting**

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A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held September 20, 2023, beginning at 1:00 p.m.

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

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

1. **Invocation** - Dr. Margaret Patton, Schools
2. **Pledge of Allegiance to the US flag** - Catalina Ramos, Schools
3. **Pledge of Allegiance to the Texas flag** - Catalina Ramos, Schools
4. **Public Hearing** for the purpose of considering the proposed Tax Rate of \$0.004800 per \$100 assessed property value for Tax Year 2023 (Fiscal Year 2023-2024). The no-new-revenue-rate (NNRR) has been calculated at \$0.004402 per \$100 assessed property value. The recommended tax rate is below the voter approval rate (VAR) of \$0.004816. **8**
5. **Open Forum** - Gov't Code 551.007 - Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.
6. **REPORTS AND PRESENTATIONS** **13**
  - A. **Employee of the Month** - Natasha Truitt, Executive Director of Human Resources
  - B. **Recognition of Hispanic Heritage Month** - Danielle Clark, Chief Communications Officer
  - C. **Superintendent Monthly Report** - James Colbert, Jr.
  - D. **Annual Division Update** - Dr. Charles Ned, Senior Director of Schools **14**
  - E. **Other reports from Board members** concerning attendance or participation in a board or HCDE-related conference, event, activity, or committee; accolades for an HCDE staff member or other deserving person.



F.	<b>Report of Board Committees - Committee Chairs</b>	
G.	<b>Monthly Financial Reports through 08/31/2023 - Dr. Jesus Amezcua, Assistant Superintendent for Business Services</b>	<b>25</b>
7.	<b>ACTION ITEMS - CONSENSUS</b>	<b>27</b>
A.	<u>Consider ratification/approval of the following Business Services items:</u>	
1.	Disbursement Report	<b>28</b>
2.	Budget Amendment Report	<b>30</b>
3.	Monthly Investment Report for August 2023	<b>32</b>
B.	<u>Consider ratification/approval of the following Board Meeting Minutes:</u>	<b>34</b>
1.	08/16/2023 Board Meeting	
C.	<u>Consider ratification/acceptance of the following grant awards:</u>	
1.	<b>Ratification of the Notice of Award (NOA) 06HP000311-05-00 from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for the Head Start division (Early Head Start Child Care Partnership) for a budget award of \$5,160,346 for operations and \$110,244 for training and technical assistance totaling \$5,270,590 for the 09/01/2023 to 08/31/2024 budget period.</b>	<b>46</b>
2.	<b>Ratification of the Notice of Grant Award for Your Voice Matters Project (revenue agreement) between the Education Foundation of Harris County (funded by Houston Endowment Inc.) and the Harris County Department of Education (CASE for Kids, Adult Education, Head Start, and Schools Divisions) for the budget period of 08/31/2023 through 08/31/2026. The EFHC has authorized a grant of \$612,000 (the "Grant") to the Grantee. This contract will create one (1) new grant-funded FTE coordinator position and one (1) grant-funded part-time Head Start fellow.</b>	<b>56</b>
3.	<b>Ratification of the waiver of the 15% administrative cost limitations for grant number 06HP000311, in accordance with the Head Start Program Performance Standard 1303.5(2)(b) Limitations on development and administrative cost (2)(b)(1), for the 09/01/2023 to 08/31/2024 budget period.</b>	<b>57</b>
D.	<u>Consider ratification/approval of the following Interlocal Contracts:</u>	
1.	<b>Ratification of Interlocal (revenue) contracts for FY 2024 for therapy services in the aggregate amount of \$462,810 with School-Based Therapy Services and the following districts: Barbers Hill ISD (3 students served in FY22) in the amount of \$96,660; Tomball ISD (35 students served in FY22) in the amount of \$111,720; Greater Gulf Coast Cooperative (72 students served in FY22) in the amount of \$114,780; Waller ISD (104 students served in FY22) in the amount of \$139,650.</b>	<b>61</b>

2. **Ratification of Interlocal (revenue) contracts for FY 2024 for therapy services in the aggregate amount of \$61,810 with School-Based Therapy Services and the following districts:** Sam Houston Charter School (4 students served in FY22) in the amount of \$10,090; Montgomery ISD (0 students served in FY22) in the amount of \$13,500; Pasadena ISD (6 students served in FY22) in the amount of \$18,130; Humble ISD (10 students served in FY22) in the amount of \$20,090. **66**
3. **Ratification of Interlocal (revenue) contract for FY 2024 for therapy services in the aggregate amount of \$83,300 with School-Based Therapy Services and the following districts:** Dayton ISD (63 students served in FY22) in the amount of \$83,300. **72**
4. **Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$1,789,200 with ABS East and the following districts:** Dayton ISD for twelve (12) in-county annual contracts in the amount of \$285,600 (\$23,800 each); Galveston ISD for three (3) out-of-county annual contracts in the amount of \$82,500 (\$27,500 each); Houston ISD for twenty (20) in-county annual contracts in the amount of \$476,000 (\$23,800 each); Pasadena ISD for twenty-five (25) in-county annual contracts in the amount of \$595,000 (\$23,800 each); Santa Fe ISD for five (5) out-of-county annual contracts in the amount of \$137,500 (\$27,500 each); Sheldon ISD for two (2) in-county annual contracts in the amount of \$47,600 (\$23,800 each); Texas City ISD for six (6) out-of-county annual contracts in the amount of \$165,000 (\$27,500 each) for the contract period of 08/28/2023 through 06/03/2024. **74**
5. **Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$995,700 with ABS West and the following districts:** Aldine ISD for eight (8) in-county annual contracts in the amount of \$190,400 (\$23,800 each); Aristol Classic Academy for one (1) in-county annual contract in the amount of \$23,800 (\$23,800 each); El Campo ISD for one (1) out-of-county annual contract in the amount of \$27,500 (\$27,500 each); Houston ISD for twenty-five (25) in-county annual contracts in the amount of \$595,000 (\$23,800 each) for the contract period of 08/28/2023 through 06/03/2024; and Waller ISD for five (5) in-county annual contracts in the amount of \$119,000 (\$23,800 each) for the contract period of 08/01/2023 through 08/31/2024. **137**
6. **Ratification of Interlocal (revenue) contract for FY 2024 in the aggregate amount of \$38,700 with ABS West and the following district:** Wharton ISD for one (1) out-of-county monthly contract in the amount of \$38,700 (\$4,300 per month) for the contract period of 08/28/2023 through 06/03/2024. **200**
7. **Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$490,200 with Highpoint School East and the following districts:** Humble ISD for forty (40) in-county annual contracts in the amount of \$456,000 (\$11,400 each); KIPP Texas Public School for three (3) in-county annual contracts in the amount of \$34,200 (\$11,400 each) for the contract period of 08/28/2023 through 06/03/2024. **204**

8.	<b>Ratification of Interlocal (revenue) contract for FY 2024 in the aggregate amount of \$20,625 with Fortis Academy and the following district:</b> Galena Park ISD for three (3) in-county annual contracts in the amount of \$20,625 (\$6,875 each) for the contract period of 08/28/2023 through 06/03/2024.	<b>218</b>
9.	<b>Ratification of Interlocal (revenue) contract with Center for Safe and Secure Schools Division and Aldine ISD for Safety Audits</b> in an amount not to exceed \$118,207, servicing 82 sites in three phases for the period of 09/01/2023 through 06/30/2026.	<b>225</b>
10.	<b>Ratification of Interlocal (revenue) contract with Center for Safe and Secure Schools Division and La Porte ISD for Safety Audits</b> in an amount not to exceed \$22,461, to service 16 sites in three phases for the period of 09/01/2023 through 06/30/2026.	<b>237</b>
11.	<b>Ratification of Interlocal (revenue) contract for Center for Safe and Secure Schools with Spring ISD</b> for Mindful De-escalation and Community Circles (Restorative Practices) sessions in the amount not to exceed \$5,0000 for the period of 08/08/2023 through 11/30/2023.	<b>246</b>
12.	<b>Ratification of Interlocal (non-monetary) Agreement with Adult Education and Katy ISD</b> for classroom, office and storage space for the HSE (High School Equivalency), ABE (Adult Basic Education), and ESL (English as a Second Language) classes for the period of 08/01/2023 through 07/31/2024.	<b>252</b>
13.	<b>Ratification of Interlocal (non-monetary) contract with Adult Education and Sheldon ISD</b> for classroom, office and storage space for the HSE (High School Equivalency), ABE (Adult Basic Education) and ESL (English as a Second Language) classes for the period of 07/01/2023 through 06/30/2024.	<b>265</b>
E.	<u>Consider ratification/approval of the following items for the HCDE Choice Partners Cooperative:</u>	
1.	<b>Approval of the Contract Award for job no. 23/045MF for Demand Response Services</b> and delegate authority to the Superintendent or designee to negotiate, finalize, and execute a contract with the following vendor: Enerwise Global Technologies, LLC dba CPower (23-045MF-01) for the period 09/20/2023 through 09/19/2024.	<b>278</b>
2.	<b>Approval of the Contract Award for job no. 24/002TC for Disaster Mitigation Commodities/Services with Disaster Recovery Job Order Contract Services Component</b> and delegate authority to the Superintendent or designee to negotiate, finalize, and execute contracts with the following vendors: Blackman Mooring of Texas, BMS CAT (24/002TC-01); Brown and Root Industrial Services, LLC (24/002TC-02); Cotton Commercial USA (24/002TC-03); DRC Fort Worth, LLC (24/002TC-04); ERC Environmental & Construction Services (24/002TC-05); Horizon International Group, LLC (24/002TC-06); JR Jones Roofing (24/002TC-07); Roadrunner Moving & Storage (24/002TC-08); Texas General Contractors, Inc.(24/002TC-09) for the	<b>299</b>

period 09/20/2023 through 09/19/2024.

3. **Approval of HCDE Interlocal Agreements with:** Bassett Healthcare Network, Cooperstown, New York; Big Sandy Independent School District, Big Sandy, Texas; Big Spring Independent School District, Big Spring, Texas; Bread for Our Children, Lancaster, Texas; City of Bedford, Bedford, Texas; Cowlitz County, Kelso, Washington; Detroit Independent School District, Detroit, Texas; Duanesburg Central School District, Delanson, New York; IDEA Greater Cincinnati, Inc., Cincinnati, Ohio; Maury County Public Schools, Columbia, Tennessee; North Texas Food Bank, Plano, Texas; Pink Dreams, Inc., Dallas, Texas; ResponsiveED Texas, Lewisville, Texas; Rice University, Houston, Texas; Rio Hondo Independent School District, Rio Hondo, Texas; University of Texas El Paso, El Paso, Texas; and University of Texas Rio Grande Valley, Edinburg, Texas. **569**

F. Consider ratification/approval of the following items for Internal Purchasing:

1. **Approval of (renewal) insurance premium for Property and Casualty Insurance with the following vendor:** McGriff, Seibels & Williams of Texas, Inc. (RFP #21/067IA) for a total premium amount of \$1,162,958 for the period of 10/01/2023 through 10/01/2024. **652**
2. **Ratification to increase the allowable maximum contract amount for HCDE's property and casualty insurance policy with McGriff Seibels & Williams (RFP #21/067IA) by \$60,000 to add coverage for the new Adult Education Center and new ABS East campus.** The original policy amount of \$600,000 was approved under FY23 CH Local on 07/20/2022, for the term of 10/1/2022 through 09/30/2023. **664**
3. **Approval of Contract Award (RFP #23/046EJ) Professional Web Design Services to the proposers offering the best value to HCDE Divisions and meeting the specifications outlined in the proposal:** Active Internet Technologies (Finalsite); Appddiction Studio; Infojini, Inc.; Outreach Strategists; Padrón & Co; and Spry Digital LLC for the period of 10/01/2023 through 09/30/2028. **666**

G. Consider ratification/approval of the following Revenue Agreements:


1. **Approval of Certification Contribution Agreement (revenue agreement) between the HCDE CASE for Kids Division and the Gulf Coast Workforce Board** for the period of 10/01/2023 through 09/30/2024 and delegate authority to the Superintendent or his designee to negotiate, finalize and execute the agreement. HCDE will certify \$1,500,000 to receive matching funds from the Gulf Coast Workforce Board for the CASE Partnership Project in the amount of \$1,753,386. **709**

8. **ACTION ITEMS - NON-CONSENSUS** **722**

1. **Consider approval to adopt tax rate of \$.004800 per \$100 valuation for Tax Year 2023** in accordance with the Truth in Taxation laws codified in Chapter 26 and amended by the 88th Legislature. **723**

2. **Consider approval of Change Order #2 to Job Order Contract with Head Start and Quality Security Systems (#21/021MJ-31)** for Barrett Station Early Head Center Access Control, Fire Alarm, Security, & Camera Equipment Project and delegate authority to the Superintendent or his designee to negotiate, finalize and execute Change Order #2, extending the Substantial Completion Date to 09/30/2023. **728**
3. **Consider approval of project delivery/contract method of job order contracting for perimeter fencing project and JOC contract with Facilities Sources (Choice Partners Contract 21/039MR-05)** in the amount of \$104,008 for the Channelview Head Start campus. The purchase will be made with construction funds. **730**
4. **Consider approval of 1.0 full-time equivalent (FTE) position for the Adult Education Division** to achieve the division's goal of serving additional participants in workforce certification programs. Position funded by the current Houston-Galveston Area Council Adult Education Literacy grant. **774**
5. **Consider ratification of the continuation of the contract between Harris County Department of Education and the Houston-Galveston Area Council** for the provision of the Adult Education and Literacy services in Harris and Liberty counties in the amount of \$4,520,816 for the period of 07/01/2023 through 06/30/2024. **777**
6. **Consider ratification of the Interlocal Agreement with the Harris County Sheriff's Office (HCSO)** for (7) security officers in the amount of \$570,360 for the period of 09/20/2023 through 08/20/2024. **796**
7. **Consider ratification of HCDE Schools Division 2023-24 Professional Development Plan.** **815**
8. **Consider approval of resolution** regarding House Bill 3033 Implementation/Designation of Dates relating to Texas Public Information Act. **821**
9. **Consider approval of resolution** to declare a Good Cause Exception for House Bill 3 Armed Security Officer Requirement. **824**
9. **EXECUTIVE SESSION** Under the Texas Government Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074
  - A. **Deliberate** the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employee.
  - B. **Deliberate** the purchase, exchange, sale and/or value of real propert(ies) and obtain legal advice regarding the same.
  - C. **Obtain legal advice** regarding *Paradigm v. HCDE* litigation matter.
10. **RECONVENE** for possible action on items discussed in executive session.

11. **Discussion and possible action regarding future agenda items**
12. **INFORMATION ITEMS** **826**
- A. **Human Resources** **827**
1. Personnel **831**
2. Employee Count **831**
- B. **Information item on contract extension as allowed by the Education Code under Contract for Depository Banking Services (RFP #21/051KJ) for HCDE with the following proposer: J.P. Morgan Chase Bank for the period of 09/01/2023 through 08/31/2025.** **832**
- C. **Submission of grant proposal to Texas Education Agency in the amount of \$1.7 million to support CASE for Kids' 21st Century Community Learning Centers** Cycle 11, Year 3 continuation application. Requested funds will provide academic and enrichment services for 1,046 students and 400 family members. **834**
- D. **Acceptance of a \$3,000 grant from the Whole Kids Foundation** to support the Garden Project at Academic and Behavior School West. **835**
13. **ADJOURN** - Next regular meeting is scheduled for Wednesday, October 18, 2023, at 1:00 p.m.



James Colbert, Jr.  
County School Superintendent

## Regular Board Meeting

4.

**Meeting Date:** September 20, 2023

**Title:** Public Hearing for considering Approved Tax Rate for Tax Year 2023 (Fiscal Year 2023-2024)

**Submitted For:** Jesus Amezcua,  
Business Office

**Submitted By:** Julia Watts

**Recommended Action:** Approve

**HCDE Goal(s):**

1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation
4. Provide cost savings by leveraging tax dollars
5. Recruit high-quality professionals

**Additional Resource Personnel:**

**Facilities/Technology Approval Needed?:** None

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### Information

#### Posted Agenda Item:

**Public Hearing** for the purpose of considering the proposed Tax Rate of \$0.004800 per \$100 assessed property value for Tax Year 2023 (Fiscal Year 2023-2024). The no-new-revenue-rate (NNRR) has been calculated at \$0.004402 per \$100 assessed property value. The recommended tax rate is below the voter approval rate (VAR) of \$0.004816.

#### Subject:

Public Hearing; Proposed Tax Rate

#### Rationale:

As the Board-proposed tax rate is greater than the No-New-Revenue Rate for Tax Year 2023, HCDE is required to hold a Public Hearing prior to adoption of the rate.

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### Fiscal Impact

#### Attachments

TNT Adoption Notice-Vote 8/16  
Notice of Public Hearing

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### Form Review

#### Inbox

Assistant Superintendent - Business  
Form Started By: Julia Watts

#### Reviewed By

Jesus Amezcua

#### Date

09/06/2023 10:58 AM  
Started On: 09/06/2023 08:10 AM





**2023 Truth-In-Taxation  
Tax Rate Adoption Notice Information Form**

**HEARINGS/MEETINGS AND LOCATIONS**

**Discuss and Propose Tax Rate**

Date	Time	Location
8/18/2023	1:00 PM	6300 Irvington Boulevard Houston Texas 77022

**Public Hearing**

Date	Time	Location
9/20/2023	1:00 PM	6300 Irvington Boulevard Houston Texas 77022

**Adopt Tax Rate (if not adopted at public hearing)**

Date	Time	Location
9/20/2023	1:00 PM	6300 Irvington Boulevard Houston Texas 77022

**PROPOSED RATES**

M&O Rate	I&S Rate	Total Rate
0.00480	0.00000	0.00480

**Governing Body Member Votes**

Title Name	FOR	AGAINST	PRESENT	ABSENT
Andrea Duhon, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amy Flores Hinojosa First Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David W Brown, Second Vice President	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Richard Cantu, Board Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Danyahel Norris, Board Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eric Dick, Board Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Erica Davis, Board Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**SCHOOL DISTRICTS**

**Comparison of Proposed Budget with Last Year's Budget**

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Category	% Increase	% Decrease
Maintenance & Operations		
Debt Service		
Total Expenditures		

**Indebtedness**

Bonded Indebtedness	Outstanding Principal
Total amount of outstanding and unpaid bonded indebtedness	

**Comparison of Proposed Rates with Last Year's Rates**

Category	Maintenance & Operations	Interest & Sinking Fund*	Total	Local Revenue Per Student	State Revenue Per Student
Last Year's Rate					
Rate to Maintain M&O Revenue & Pay Debt					
Proposed Rate					

*\*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.*

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.004800 per \$100 valuation has been proposed by the governing body of Harris County Department of Education.

PROPOSED TAX RATE	\$0.004800 per \$100
NO-NEW-REVENUE TAX RATE	\$0.004402 per \$100
VOTER-APPROVAL TAX RATE	\$0.004816 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for Harris County Department of Education from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that Harris County Department of Education may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Harris County Department of Education is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 20, 2023 AT 01:00 PM AT 6300 Irvington Boulevard Houston Texas 77022.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Harris County Department of Education is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Board of Trustees of Harris County Department of Education at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED  
AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

<b>FOR the proposal:</b>	Andrea Duhon, President	Amy Flores Hinojosa First Vice President
	Richard Cantu, Board Member	Danyahel Norris, Board Member
	Eric Dick, Board Member	

**AGAINST the proposal:**

**PRESENT** and not voting:

<b>ABSENT:</b>	David W Brown, Second Vice President	Erica Davis, Board Member

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Harris County Department of Education last year to the taxes proposed to be imposed on the average residence homestead by Harris County Department of Education this year.

	<b>2022</b>	<b>2023</b>	<b>Change</b>
<b>Total tax rate (per \$100 of value)</b>	\$0.004900	\$0.004800	decrease of -0.000100, or -2.04%
<b>Average homestead taxable value</b>	\$200,398	\$218,990	increase of 18,592, or 9.28%
<b>Tax on average homestead</b>	\$9.82	\$10.51	increase of 0.69, or 7.03%
<b>Total tax levy on all properties</b>	\$28,713,144	\$31,563,276	increase of 2,850,132, or 9.93%

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For assistance with tax calculations, please contact the tax assessor for Harris County Department of Education at 713-274-8000 or [tax.office@tax.hctx.net](mailto:tax.office@tax.hctx.net), or visit [www.hctx.net](http://www.hctx.net) for more information.

# Reports and Presentations

# Schools Division

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## Board Presentation

September 20, 2023



# Central Office Staff

Dr. Charles Ned, Sr. Director

Dr. Margaret Patton, Director of Curriculum & Special Services

Michelle Rayson, Compliance Officer

Nkechi Washington, Instructional Coach

Denise Alamos, Administrative Assistant

Barbara Jack, Office Clerk



#SEETHEIMPACT



# Campus Principals



Timothy Mullican



Jatata Hutton



Travita Godfrey



Courtney Waters



# Districts We Serve

## In-County Districts

Aldine ISD  
Alief ISD  
Channelview ISD  
Clear Creek ISD  
Crosby ISD  
Cypress Fairbanks ISD  
Dayton ISD  
Deer Park ISD  
Galena Park ISD  
Goose Creek CISD  
Houston ISD  
Huffman ISD  
Humble ISD  
Katy ISD  
La Porte  
New Caney ISD  
Pasadena ISD  
Pearland ISD  
Sheldon ISD  
Spring ISD  
Spring Branch ISD  
Stafford MSD  
Tomball ISD

## Out-of-County Districts

Anahuac ISD  
Angleton ISD  
Barbers Hill ISD  
Bellville ISD  
Brenham ISD  
Cleveland ISD  
Conroe ISD  
Danbury ISD  
Dickinson ISD  
El Campo ISD  
Fort Bend ISD  
Galveston ISD  
Hempstead ISD  
Hitchcock ISD  
Hull-Daisetta ISD  
Lamar CISD  
Liberty ISD  
Magnolia ISD  
Montgomery ISD  
Santa Fe ISD  
Shepherd ISD  
Splendor ISD  
Tarkington ISD

Texas City ISD  
Waller ISD  
Wharton ISD  
Willis ISD

## Charter Schools

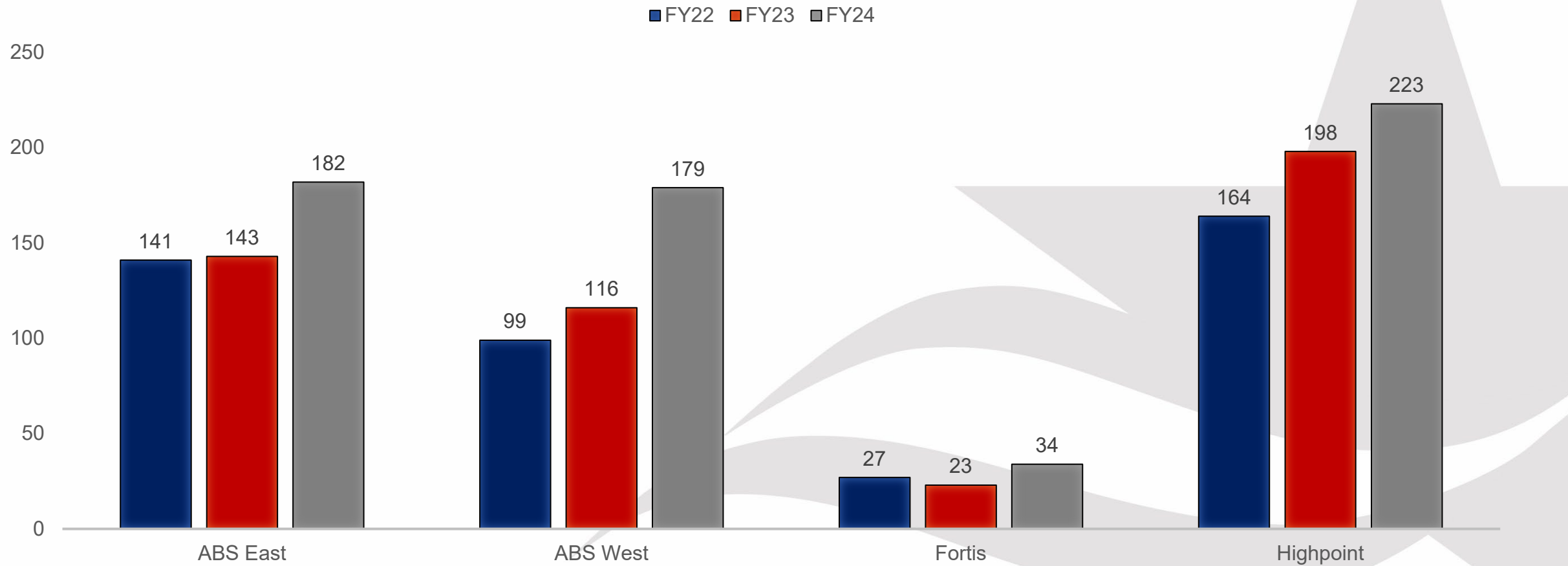
Aristoi Classical Academy  
International Leadership of Texas  
KIPP Houston Public Schools  
YES Prep Public Schools



#SEETHEIMPACT

# Contract Trends

## FY2023-2024



# Specialized Services

## Disability

Orthopedic Impairment  
Other Health Impairment  
Auditory Impairment  
Visual Impairment  
Intellectual Disability  
Emotionally Disturbed  
Learning Disability  
Speech Impairment  
Autism  
Developmental Delay  
Traumatic Brain Injury  
Dyslexia

## Co-Occurring Disorders

Anxiety  
Attention Deficit/Hyperactivity Disorder  
Bipolar  
Personality Disorders  
Schizophrenia  
Post-Traumatic Stress Disorder  
Depression  
Eating Disorders  
Substance Abuse  
Oppositional Defiant





# Value

- State of the Art Facilities
- Certified Teachers
- Proven Results
- Equine
- Therapy Services



# Professional Learning



#SEETHEIMPACT



# Professional Learning

Ongoing professional learning will take place at various times during the school year in order to:

- Follow-through on previous trainings
- Expose staff to specific learning based on classroom trends
- Provide support to novice and experienced campus staff
- Continuous improvement of classroom instruction and behavioral outcomes

**HCDE - Schools Division**

**2023-24 PROFESSIONAL LEARNING**

**\* STUDENT ENGAGEMENT GROWING YOUR TOOLKIT**

Attend ALL **4** after-school sessions to earn a comp day on February 19, 2024.

**1 POWER PARTNERSHIPS**  
October 11, 2023 3:30 - 5 pm  
Enhance student achievement by capitalizing on the expertise of both adults in the classroom.

**2 CLOSE READING**  
Nov. 8, 2023 3:30 - 5 pm  
Learn the CLOSE Reading strategy that transfers across all forms of text and help students to slow down, think, question, annotate, reflect, analyze, and comprehend.

**3 DIFFERENTIATION VIA CHOICE**  
December 12, 2023 3:30 - 5 pm  
Intentionally meet the diverse learning needs of your students by aligning alternative assessments and activities to learning standards.

**4 RESPONDING TO EXTREME BEHAVIORS**  
First Semester Date Determined by Campus 3:30 - 5 pm  
Strategies, brainstorming, and discussion for teachers regarding best practices in responding to extreme behaviors. Teachers will leave with a cheat sheet of interventions and strategies specific to each extreme behavior.

**Note:** Attendance, full participation, and implementation of best practices for all four sessions is required to receive credit for courses.



# Telling Our Story

Conferences w/HCDE Schools Presentation:

- Innovative Schools Summit – Fortis
- National Alternative Education Association - Highpoint
- National Dropout Prevention Conference – Fortis
- Texas Association of Secondary School Principals – Highpoint
- Houston Area Alliance of Black School Educators – Schools



# THANK YOU!



**Center for  
Educator  
Success**



Communications and  
Creative Services



Business Services



Human Resources



**Center for Grants  
Development**  
*More than just your money source.*



The Center for  
**Safe and Secure Schools**  
Harris County Department of Education



Maintenance &  
Operations



Information  
Technology Services

**#SEETHEIMPACT**



**Harris County  
Department of  
Education**

# Monthly Financial Report

Report will be  
provided separately.

# Action Items - Consensus

# Monthly Disbursement Report

Report will be  
provided separately.



# Monthly Budget Amendment Report

Report will be  
provided separately.

# Monthly Investment Report

Report will be  
provided separately.

# Minutes

**Regular Board Meeting****7. B. 1.****Meeting Date:** September 20, 2023**Title:****Submitted By:** Venetia Baldwin**Recommended Action:** Approve**Additional Resource****Personnel:****HCDE Goal(s):****Facilities/Technology****Approval Needed?:**

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**Information****Posted Agenda Item:**

08/16/2023 Board Meeting

**Subject:****Rationale:**

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**Fiscal Impact****Attachments**

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**Form Review**

Form Started By: Venetia Baldwin

Final Approval Date: 09/06/2023

Started On: 09/06/2023 10:32 AM

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**Regular Board Meeting****7. C. 1.****Meeting Date:** September 20, 2023**Title:** Notice of Award 06HP000311-05-00**Submitted For:** Venetia Peacock, Head Start**Submitted By:** Nancy Argueta**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
3. Advocate for learners through innovation  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Dr. Jesus Amezcua, Jonathan Parker, Venetia Peacock, Marcia Leiva**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:**

**Ratification of the Notice of Award (NOA) 06HP000311-05-00 from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for the Head Start division (Early Head Start Child Care Partnership) for a budget award of \$5,160,346 for operations and \$110,244 for training and technical assistance totaling \$5,270,590.00 for the 09/01/2023 to 08/31/2024 budget period.**

**Subject:**

Notice of Award 06HP000311-05-00 \$5,270,590.00

**Rationale:**

This action ratifies the award \$5,160,346 operations funds and \$110,244 for training and technical assistance. Early Head Start population: 204 infants and toddlers. This grant is subject to the requirements included in Attachments 1 and 2 of the Notice of Award. This action awards funds for the cost-of living adjustment (COLA) and Quality Improvement increases for program and a waiver of the non-federal match requirement, reducing the amount of matching funds from \$1,317,642 to \$160,000 for the 09/01/2023 to 08/31/2024 budget period.

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**Fiscal Impact****Attachments**

Notice of Award

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**Form Review****Inbox**  
Head Start**Reviewed By**  
Venetia Peacock**Date**  
08/24/2023 12:12 PM



# Department of Health and Human Services

## Administration for Children and Families

### Notice of Award

Award# 06HP000311-05-00

FAIN# 06HP000311

Federal Award Date: 08/16/2023

#### Recipient Information

##### 1. Recipient Name

HARRIS COUNTY DEPARTMENT OF  
EDUCATION PUBLIC FACILITY  
CORPORATION  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-672-9343

##### 2. Congressional District of Recipient

18

##### 3. Payment System Identifier (ID)

1746001215A1

##### 4. Employer Identification Number (EIN)

746001215

##### 5. Data Universal Numbering System (DUNS)

188326151

##### 6. Recipient's Unique Entity Identifier (UEI)

UNGLC1KFXDS7

##### 7. Project Director or Principal Investigator

Ms. Venetia Peacock  
Senior Director of Head Start  
vpeacock@hcde-texas.org  
713-679-2510

##### 8. Authorized Official

Mrs. Andrea Duhon  
Board President  
aduhon@hcde-texas.org  
7136729343

#### Federal Agency Information

ACF/OHS Region VI Grants Office

##### 9. Awarding Agency Contact Information

Ms. Jennifer M Curtiss  
Grants Management Officer  
jennifer.curtiss@acf.hhs.gov  
816-426-2991

##### 10. Program Official Contact Information

Mr. Kenneth Gilbert  
Regional Program Manager  
HHS/ACF/OHS Region VI  
kenneth.gilbert@acf.hhs.gov  
214-767-8844

#### Federal Award Information

##### 11. Award Number

06HP000311-05-00

##### 12. Unique Federal Award Identification Number (FAIN)

06HP000311

##### 13. Statutory Authority

42 USC 9801 ET SEQ

##### 14. Federal Award Project Title

Early Head Start Child Care Partnership

##### 15. Assistance Listing Number

93.600

##### 16. Assistance Listing Program Title

Head Start

##### 17. Award Action Type

Non-Competing Continuation

##### 18. Is the Award R&D?

No

#### Summary Federal Award Financial Information

19. Budget Period Start Date 09/01/2023 - End Date 08/31/2024

20. Total Amount of Federal Funds Obligated by this Action \$5,270,590.00

20a. Direct Cost Amount \$4,676,275.00

20b. Indirect Cost Amount \$594,315.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$0.00

24. Total Approved Cost Sharing or Matching, where applicable \$160,000.00

25. Total Federal and Non-Federal Approved this Budget Period \$5,430,590.00

26. Period of Performance Start Date 09/01/2019 - End Date 08/31/2024

27. Total Amount of the Federal Award including Approved  
Cost Sharing or Matching this Period of Performance \$23,087,807.27

##### 28. Authorized Treatment of Program Income

ADDITIONAL COSTS

##### 29. Grants Management Officer - Signature

Ms. Jennifer M Curtiss  
Grants Management Officer

#### 30. Remarks



# Department of Health and Human Services

## Administration for Children and Families

### Notice of Award

Award# 06HP000311-05-00

FAIN# 06HP000311

Federal Award Date: 08/16/2023

#### Recipient Information

##### Recipient Name

HARRIS COUNTY DEPARTMENT OF  
EDUCATION PUBLIC FACILITY  
CORPORATION  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-672-9343

##### Congressional District of Recipient

18

##### Payment Account Number and Type

1746001215A1

##### Employer Identification Number (EIN) Data

746001215

##### Universal Numbering System (DUNS)

188326151

##### Recipient's Unique Entity Identifier (UEI)

UNGLC1KF7DS7

##### 31. Assistance Type

Discretionary Grant

##### 32. Type of Award

Service

#### 33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$2,452,109.00
b. Fringe Benefits	\$721,766.00
c. Total Personnel Costs	\$3,173,875.00
d. Equipment	\$0.00
e. Supplies	\$176,970.00
f. Travel	\$19,204.00
g. Construction	\$0.00
h. Other	\$406,749.00
i. Contractual	\$899,477.00
j. TOTAL DIRECT COSTS	\$4,676,275.00
k. INDIRECT COSTS	\$594,315.00
l. TOTAL APPROVED BUDGET	\$5,270,590.00
m. Federal Share	\$5,270,590.00
n. Non-Federal Share	\$160,000.00

#### 34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
3-G064122	06HP00031105	ACFOHS	41.51	93.600	\$5,160,346.00	75-23-1536
3-G064121	06HP00031105	ACFOHS	41.51	93.600	\$110,244.00	75-23-1536



### 35. Terms And Conditions

#### STANDARD TERMS

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II available at <http://www.hhs.gov/grants/grants/policies-regulations/index.html> of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS. This award is subject to requirements or limitations in any applicable Appropriations Act. This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>. This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:  
The Administration for Children and Families U.S. Department of Health and Human Services Office of Grants Management ATTN: Grants Management Specialist 330 C Street, SW., Switzer Building Corridor 3200 Washington, DC 20201 AND  
U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)  
Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

This award is subject to the requirements as set forth in 45 CFR Part 87. This award is subject to HHS regulations codified at 45 CFR Chapter XIII, Parts 1301, 1302, 1303, 1304 and 1305. Attached are terms and conditions, reporting requirements, and payment instructions. Initial expenditure of funds by the grantee constitutes acceptance of this award.

Recipients must act in compliance with the requirements of this grant and applicable Federal statutes, regulations, and policies as included in the Compendium of Program Instructions (<https://eclkc.ohs.acf.hhs.gov/policy/pi>) and Information Memoranda (<https://eclkc.ohs.acf.hhs.gov/policy/im>).

## AWARD ATTACHMENTS

HARRIS COUNTY DEPARTMENT OF EDUCATION PUBLIC FACILITY  
CORPORATION

06HP000311-05-  
00

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1. Remarks

### **30. REMARKS (Continued from previous page)**

This action awards \$5,160,346 for operations and \$110,244 for training and technical assistance for the 09/01/2023-08/31/2024 budget period.

Early Head Start population: 204 infants and toddlers.

Designated Early Head Start service area(s): City of Houston, Harris County.

Approved program option(s) for the Early Head Start program: Center-based.

This grant is subject to the requirements included in Attachments 1 and 2.

This action awards funds for the cost-of-living adjustment (COLA) and Quality Improvement increases for program.

If applicable, this action also approves a waiver of the required non-federal match. The non-federal match identified on Line 24 of this Notice of Award must be met.

This action approves a waiver of the non-federal match requirement. This action reduces the amount of matching funds from \$1,317,642 to \$160,000 for the 09/01/2023-08/31/2024 budget period.

The Office of Head Start decision for a waiver to exceed the 15 percent limitation on development and administrative costs for the 09/01/2023 - 08/31/2024 budget period is pending further review.

Semi-annual Federal Financial Reports (SF425) are due in PMS by 4/30/2024 and 10/30/2024. An Annual Federal Financial Report is due 1/30/2025. Real Property Status Report (SF429) Cover Page and Attachment A (for each property with federal interest) or Attachment A-No Property, is due in OLDC by 10/30/2024.

## **Attachment 1**

**Award Number: 06HP000311/05**

**Recipient Organization: Harris County Department of Education**

This grant is subject to Section 640(b) of the Head Start Act and 45 C.F.R. § 1303.4 requiring a non-federal match of 20 percent of the total cost of the program. This grant is also subject to the requirements in Section 644(b) of the Head Start Act and 45 C.F.R. § 1303.5 limiting development and administrative costs to a maximum of 15 percent of the total costs of the program, including the non-federal match contribution of such costs. The requirements for a non-federal match of 20 percent and the limitation of 15 percent for development and administrative costs apply to the 09/01/2023-08/31/2024 budget period unless a waiver is approved. Any request for a waiver of the non-federal match, or a portion thereof, that meets the conditions under Section 640(b)(1)-(5) of the Head Start Act and 45 C.F.R. § 1303.4 or a waiver of the limitation on development and administrative costs that meets the conditions under 45 C.F.R. § 1303.5 must be submitted in advance of the end of the budget period. Any waiver request submitted after the expiration of the project period will not be considered.

The HHS Uniform Administrative Requirements (see 45 C.F.R. § 75.308(c)(1)(ii)) provide the authority to ACF to approve key staff of Head Start grant recipients. For the purposes of this grant, key staff is defined as the Head Start Director or person carrying out the duties of the Head Start Director if not under that title and the Chief Executive Officer, Executive Director and/or Chief Fiscal Officer if any of those positions is funded, either directly or through indirect cost recovery, more than 50 percent with Head Start funds.

Section 653 of the Head Start Act prohibits the use of any federal funds, including Head Start grant funds, to pay any portion of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

Prior written approval must be obtained for the purchase of equipment and other capital expenditures as described in 45 C.F.R. § 75.439(a). Prior written approval must also be obtained under 45 C.F.R. § 75.439(b)(3) and 45 C.F.R. Part 1303 Subpart E - Facilities to use Head Start grant funds for the initial or ongoing purchase, construction and major renovation of facilities. No Head Start grant funds may be used toward the payment of one-time expenses, principal and interest for the acquisition, construction or major renovation of a facility without prior written approval of the Administration for Children and Families.

Per Program Instructions ACF-PI-HS-17-03 and ACF-PI-HS-17-04, this award is subject to annual submission of the applicable SF-429A report (real property status), and submission of SF-428 report (tangible property) at the conclusion of the project.



## **Attachment 2**

### **Real Property Terms and Conditions**

Terms and Conditions for Awards involving Property, if applicable

- Under grant program regulations at 45 C.F.R. § 75.323, a property trust relationship exists for the benefit of the awarding program in all property the non-federal entity acquires or improves with the Administration for Children and Families (ACF) funds, including real property, equipment and supplies. The non-federal entity holds the property in trust for the beneficiaries of the project or program under which the property was acquired or improved. ACF requires the non-federal entity to record liens or other appropriate notices such as Notices of federal Interest to indicate that real property has been acquired or improved with federal award funds and that use and disposition conditions apply to the property. The federal interest in the property cannot be defeated by a recipient's failure to file an appropriate notice of federal interest. A recipient may not encumber or permit a third party to encumber any property where federal funds were used for purchase, construction or major renovation without ACF's written consent. Financing and refinancing a property with or without subordination of the federal interest are encumbrance actions and subject to formal ACF approval, including the submission of the SF-429 Attachment B Acquire or Improve Request form (along with the supporting documentation) and the SF-429 Attachment C Encumbrance Request form (along with supporting documentation) in GrantSolutions On-Line Data Collection (OLDC) system. For guidance and reporting information, see Real Property Guidance: [https://www.acf.hhs.gov/grants/real-property#book\\_content\\_0](https://www.acf.hhs.gov/grants/real-property#book_content_0) .
- The federal interest in real property purchased, constructed or renovated with federal funds does not expire and remains in place until formal disposition. When real property is no longer needed either because the non-federal entity is leaving the program or for another reason, the non-federal entity must obtain disposition instructions from ACF in accordance with C.F.R. §75.318(c) (1)-(3) and ACF Policy, including the submission of the SF-429 Attachment C Disposition Request form (along with supporting documentation) in the GrantSolutions On-Line Data Collection (OLDC) system. For additional guidance and reporting information, see Real Property Guidance: [https://www.acf.hhs.gov/grants/real-property#book\\_content\\_0](https://www.acf.hhs.gov/grants/real-property#book_content_0) . While the awardee may indicate a disposition preference in the request for disposition instructions, ACF has the discretion to direct a different disposition option. The non-federal entity must request disposition instructions within 60 days of project expiration or notice of termination. If the non-federal entity fails to request disposition instructions, ACF will direct disposition.

A recipient's failure to comply with ACF's disposition instructions will constitute a material

violation of the terms and conditions of this grant award. Recipients are responsible for maintaining accurate and up-to-date records of any non-federal contributions, including payments of principal and interest on loans, made towards the purchase, construction, or renovation of real property, and itemized records of the funding source of such contributions. Recipients must produce those records when requesting disposition. In accordance with 45 C.F.R. §75.320(e) and ACF policy, the recipient must request disposition instructions utilizing the SF-428 cover page, Attachment C, and S form along with supporting documentation from ACF Office of Grants Management for equipment purchased with federal funds and which is no longer needed either because the recipient is leaving the program or for another reason. For more guidance and reporting information, see Tangible Personal Property Guidance: [https://www.acf.hhs.gov/tangible-personal-property#book\\_content\\_0](https://www.acf.hhs.gov/tangible-personal-property#book_content_0).

- If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination of support or completion of the project or program, the non-federal entity must retain the supplies or use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as equipment. See 45 C.F.R. §75.320(e)(2) for the calculation methodology. For more guidance and reporting information, see Tangible Personal Property Guidance: [https://www.acf.hhs.gov/tangible-personal-property#book\\_content\\_0](https://www.acf.hhs.gov/tangible-personal-property#book_content_0).
- The inventory of equipment, supplies, and real property acquired with Head Start funds under any preceding award must be transferred and recorded under the grant agreement number identified in field 12 of this Notice of Award.
- Pursuant to 45 C.F.R. §75.317, a grant recipient must, at a minimum, provide the equivalent insurance coverage for real property and/or equipment acquired or improved with Federal funds, as provided to other property it owns. If a grant recipient uses federal funds to purchase or continue purchase (e.g. mortgage payments) on real property, including modular facility unit(s), it must maintain physical damage or destruction insurance at the full replacement value of the facility so long as it owns or occupies the facility. At a minimum, a grant recipient must obtain an insurance policy insuring against risk from physical destruction immediately upon acquiring real property or equipment, or upon completion of construction or modernization of a facility when federal funds were expended. The physical destruction insurance policy must insure the full-appraised value of the real property from risk of partial and total physical destruction, including flood insurance, or other special hazard riders, where appropriate. The policy must also include a requirement for the insurer to notify the Administration for Children and Families' Office of Grants Management of any changes in the policy or coverage, for example, loss payee endorsement.

**Regular Board Meeting****7. C. 2.****Meeting Date:** September 20, 2023**Title:** NOGA: The Education Foundation of Harris County and HCDE**Submitted For:** Venetia Baldwin, Board of Trustees **Submitted By:** Venetia Baldwin**Recommended Action:** Approve**HCDE Goal(s):****Additional Resource****Facilities/Technology****Personnel:****Approval Needed?:**

---

**Information****Posted Agenda Item:**

**Ratification of the Notice of Grant Award for Your Voice Matters Project (revenue agreement) between the Education Foundation of Harris County (funded by Houston Endowment Inc.) and the Harris County Department of Education (CASE for Kids, Adult Education, Head Start, and Schools Divisions) for the budget period of 08/31/2023 through 08/31/2026.** The EFHC has authorized a grant of \$612,000 (the "Grant") to the Grantee. This contract will create one (1) new grant-funded FTE coordinator position and one (1) grant-funded part-time Head Start fellow.

**Subject:**

NOGA: The Education Foundation of Harris County and HCDE

**Rationale:**

Project Support to Increase Electoral Participation among Students, Families, and Community Groups through the Your Voice Matters Project and Conduct an Independent Evaluation of the Project.

This contract will create one new grant-funded FTE for Administration and one part-time grant-funded positions for Head Start.

The award will be expended over three years on the following schedule:

\$201,500 on or before 08/31/2023

\$203,000 on or before 08/31/2024

\$207,500 on or before 08/31/2025

---

**Fiscal Impact****Attachments***No file(s) attached.*

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**Form Review**

Form Started By: Venetia Baldwin

Started On: 09/07/2023 09:58 AM

Final Approval Date: 09/07/2023

**Regular Board Meeting****7. C. 3.**

<b>Meeting Date:</b>	September 20, 2023		
<b>Title:</b>	Waiver of the Administrative Costs Limitations - Grant 06HP000311-2023-2024		
<b>Submitted For:</b>	Venetia Peacock, Head Start	<b>Submitted By:</b>	Nancy Argueta
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs 2. Deliver value responsibly 4. Provide cost savings by leveraging tax dollars
<b>Additional Resource Personnel:</b>	Dr. Jesus Amezcua, Jonathan Parker, Venetia Peacock, Sharvon Kamaya, Marcia Leiva	<b>Facilities/Technology Approval Needed?:</b>	None

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**Information****Posted Agenda Item:**

**Ratification of the waiver of the 15% administrative cost limitations for grant number 06HP000311**, in accordance with the Head Start Program Performance Standard 1303.5(2)(b) Limitations on development and administrative cost (2)(b)(1), for the 09/01/2023 to 08/31/2024 budget period.

**Subject:**

Waiver of the Administrative Costs Limitations - Grant 06HP000311 - 2023-2024

**Rationale:**

HCDE Head Start submitted a Continuation Grant Application for fiscal year 2023-2024 that included a request for an 87% reduction in the non-federal share. If approved, the reduction will impact HCDE's ability to be fully compliant with the administrative cost below the 15% requirement. As represented in the submitted application, the total of administrative cost would be 18.37%

---

**Fiscal Impact****Attachments**

Admin Cost Waiver

---

**Form Review****Inbox**

Head Start  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business

**Reviewed By**

Venetia Peacock  
Deisy Rubio  
Edna Johnson  
Jesus Amezcua

**Date**

08/24/2023 12:06 PM  
08/31/2023 12:00 PM  
09/01/2023 01:09 PM  
09/05/2023 06:57 PM



## Office of Head Start

06HP000311 - Harris County Department of Education

FY2023 - 09/01/2023-08/31/2024 - Non-Competing Continuation

### Early Head Start - Admin Costs

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
<b>Summary Item Total</b>	<b>\$997,481.97</b>	<b>18.37%</b>	<b>18</b>

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
<b>Personnel Total</b>	<b>\$357,183.85</b>	<b>6.58%</b>	<b>18</b>

#### Personnel: Program Design and Management Personnel

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
Head Start / Early Head Start Director	\$14,957.25	0.28%	2
Managers - Managers: AD, OPS Mgr and Compl Mgr	\$5,875.00	0.11%	3
Staff Development	\$15,039.00	0.28%	1
Clerical Personnel	\$196,480.00	3.62%	5
Fiscal Personnel	\$15,707.00	0.29%	1
Other Administrative Personnel - Other Administrative Personnel	\$97,812.00	1.80%	3
<b>Total</b>	<b>\$345,870.25</b>	<b>6.37%</b>	<b>15</b>

#### Personnel: Other Personnel

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
Maintenance Personnel	\$11,313.60	0.21%	3

#### Fringe Benefits

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)	\$2,734.93	0.05%	



	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
Health / Dental / Life Insurance	\$2,837.34	0.05%	
Retirement	\$3,432.15	0.06%	
Other Fringe - Other Fringe	\$17.66	0.00%	
<b>Total</b>	<b>\$9,022.08</b>	<b>0.17%</b>	

### Travel

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
Staff Out-Of-Town Travel	\$960.20	0.02%	

### Supplies

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
Office Supplies	\$1,268.75	0.02%	

### Contractual

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
Administrative Services (e.g., Legal, Accounting)	\$10,902.00	0.20%	

### Other

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
Rent	\$20,658.50	0.38%	
Utilities, Telephone	\$2,461.55	0.05%	
Building and Child Liability Insurance	\$600.00	0.01%	
Building Maintenance / Repair and Other Occupancy	\$110.05	0.00%	
<b>Total</b>	<b>\$23,830.10</b>	<b>0.44%</b>	

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
<b>Direct Costs Total</b>	<b>\$403,166.97</b>	<b>7.42%</b>	<b>18</b>

### Indirect Charges

	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
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	<i>Admin Costs</i>	<i>Admin Costs (% Total Budget)</i>	<i>Employees</i>
Indirect Costs	\$594,315.00	10.94%	

## Regular Board Meeting

7. D. 1.

<b>Meeting Date:</b>	September 20, 2023		
<b>Title:</b>	School-Based Therapy Services Contracts for FY24		
<b>Submitted For:</b>	Carie Crabb, Therapy	<b>Submitted By:</b>	Ramielle Leday
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs 2. Deliver value responsibly
<b>Additional Resource Personnel:</b>	Jonathan Parker, Carie Crabb, Dr. Jesus Amezcua, Dr. Edna Johnson	<b>Facilities/Technology Approval Needed?:</b>	None

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### Information

#### Posted Agenda Item:

**Ratification of Interlocal (revenue) contracts for FY 2024 for therapy services in the aggregate amount of \$462,810 with School-Based Therapy Services and the following districts:** Barbers Hill ISD (3 students served in FY22) in the amount of \$96,660; Tomball ISD (35 students served in FY22) in the amount of \$111,720; Greater Gulf Coast Cooperative (72 students served in FY22) in the amount of \$114,780; Waller ISD (104 students served in FY22) in the amount of \$139,650.

#### Subject:

Interlocal (revenue) contracts for School-Based Therapy Services for FY24 with Barbers Hill ISD, Tomball ISD, Greater Gulf Coast Cooperative and Waller ISD.

#### Rationale:

HCDE School - Based Therapy Services will provide music therapy, occupational therapy, and physical therapy to Barbers Hill ISD and Tomball ISD; occupational therapy, physical therapy to Greater Gulf Coast Cooperative and occupational therapy, music therapy to Waller ISD.

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### Fiscal Impact

#### Attachments

Barbers Hill ISD  
Tomball ISD  
Greater Gulf Coast Coop.  
Waller ISD

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### Form Review

#### Inbox

Carie Crabb  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Ramielle Leday

#### Reviewed By

Carie Crabb  
Deisy Rubio  
Edna Johnson  
Jesus Amezcua

#### Date

08/24/2023 05:10 PM  
08/31/2023 01:10 PM  
09/01/2023 02:02 PM  
09/05/2023 06:57 PM  
Started On: 08/24/2023 04:20 PM





# School-Based Therapy Services

## Interlocal Contract Between Harris County Department of Education and

Barbers Hill ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Barbers Hill ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2023-2024 school year (8/16/2023 – 8/15/2024).

### Arrangement

HCDE agrees to provide the services as described below. Barbers Hill ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
<u>Music Therapy</u>	<u>19 Days</u>	<u>\$540.00/ Day</u>	<u>\$10,260.00</u>
<u>Physical Therapy</u>	<u>72 Days</u>	<u>\$540.00/ Day</u>	<u>\$38,880.00</u>
<u>Occupational Therapy Assistant</u>	<u>108 Days</u>	<u>\$440.00/ Day</u>	<u>\$47,520.00</u>
		<b>Total</b>	<b>\$96,660.00</b>

### Additional Terms

1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Barbers Hill ISD will compensate HCDE for services provided up to the termination date.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to:

Superintendent/Designee

James Colbert, Jr., County School Superintendent

Date

Date

For HCDE office use only:

Revenue Account No. 1994-00-111-00-111-5726-0000

Contract Code TS14530



James Colbert, Jr., County School Superintendent

6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.696.6300 ★ www.hcde-texas.org





School-Based  
Therapy Services

## Interlocal Contract Between Harris County Department of Education and

Tomball ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Tomball ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2023-2024 school year (8/16/2023 – 8/15/2024).

### Arrangement

HCDE agrees to provide the services as described below. Tomball ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Physical Therapy	54 Days	\$490.00/ Day	\$26,460.00
Occupational Therapy	108 Days	\$490.00/ Day	\$52,920.00
Music Therapy	66 Days	\$490.00/ Day	\$32,340.00
		<b>Total</b>	<b>\$111,720.00</b>

### Additional Terms

1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Tomball ISD will compensate HCDE for services provided up to the termination date.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to:

Dr. Martha Salazar-Zamora

2023.07.27 08:17:46 -05'00'

Superintendent/Designee

James Colbert, Jr., County School Superintendent

Date

Date

For HCDE office use only:

Revenue Account No. 1994-00-111-00-111-5726-0000

Contract Code \_\_\_\_\_



James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.696.6300 ★ www.hcde-texas.org





School-Based  
Therapy Services

**Interlocal Contract Between  
Harris County Department of Education and  
Greater Gulf Coast Cooperative**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Greater Gulf Coast Cooperative for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2023-2024 school year (8/16/2023 – 8/15/2024).

**Arrangement**

HCDE agrees to provide the services as described below. Greater Gulf Coast Cooperative agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Occupational Therapy	154 Days	\$540.00/ Day	\$83,160.00
Physical Therapy	39 Days	\$540.00/ Day	\$21,060.00
Occupational Therapy Assistant	24 days	\$440.00/Day	\$10,560.00
		<b>Total</b>	<b>\$114,780.00</b>

**Additional Terms**

1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Greater Gulf Coast Cooperative will compensate HCDE for services provided up to the termination date.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to:

Evangeline J. Guerra  
Superintendent/Designee

July 27, 2023  
Date

James Colbert, Jr., County School Superintendent

Date

For HCDE office use only:

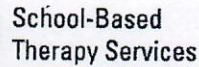
Revenue Account No. 1994-00-111-00-111-5726-0000

Contract Code \_\_\_\_\_



James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard \* Houston, Texas 77022 \* Tel: 713.696.6300 \* [www.hcde-texas.org](http://www.hcde-texas.org)





## Regular Board Meeting

7. D. 2.

**Meeting Date:** September 20, 2023

**Title:** School-Based Therapy Services Contracts for FY24

**Submitted For:** Carie Crabb, Therapy

**Submitted By:** Ramielle Leday

**Recommended Action:** Ratify

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Jonathan Parker, Carie Crabb, Dr. Jesus Amezcua, Dr. Edna Johnson

**Facilities/Technology Approval Needed?:** None

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### Information

#### Posted Agenda Item:

**Ratification of Interlocal (revenue) contracts for FY 2024 for therapy services in the aggregate amount of \$61,810 with School-Based Therapy Services and the following districts:** Sam Houston Charter School (4 students served in FY22) in the amount of \$10,090; Montgomery ISD (0 students served in FY22) in the amount of \$13,500; Pasadena ISD (6 students served in FY22) in the amount of \$18,130; Humble ISD (10 students served in FY22) in the amount of \$20,090.

#### Subject:

Interlocal (revenue) contracts for School-Based Therapy Services for FY24 with Sam Houston Charter School, Montgomery ISD, Pasadena ISD and Humble ISD.

#### Rationale:

HCDE School-Based Therapy Services will provide occupational therapy and physical therapy to Sam Houston Charter School and music therapy to Montgomery ISD, Pasadena ISD, and Humble ISD.

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### Fiscal Impact

#### Attachments

Sam Houston Charter School  
Montgomery ISD  
Pasadena ISD  
Humble ISD

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### Form Review

#### Inbox

Carie Crabb  
Purchasing  
Purchasing Director

#### Reviewed By

Carie Crabb  
Deisy Rubio  
Edna Johnson

#### Date

08/25/2023 09:30 AM  
08/31/2023 01:14 PM  
09/01/2023 02:02 PM





School-Based  
Therapy Services

# Interlocal Contract Between Harris County Department of Education and

Sam Houston Charter School

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Sam Houston Charter School for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2023-2024 school year (8/16/2023 – 8/15/2024).

HCDE agrees to provide the services as described below. Sam Houston Charter School agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

Type(s) of Service(s)	Total Days/Hours	Cost Day/Hour	Total Cost
Occupational Therapy	14 Days	\$490/Day	\$6,860.00
Occupational Therapy Assistant	2 Days	\$390/ Day	\$780.00
Physical Therapy	5 Days	\$490/Day	\$2,450.00
		<b>Total</b>	<b>\$10,090.00</b>

## Additional Terms

- This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Sam Houston Charter School will compensate HCDE for services provided up to the termination date.
- This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
- This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
- Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
- Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
- Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
- This Contract does not create a joint venture or business partnership under Texas law.
- The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
- In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
- In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
- Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to

  
\_\_\_\_\_  
Superintendent/Designee

8-1-2023  
\_\_\_\_\_  
Date

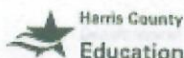
For HCDE office use only:  
Revenue Account No 1000-00-111-00-111-5735.0000

**Michael T. Stephenson** Digitally signed by Michael T. Stephenson  
Date: 2023.07.31 11:01:34 -05'00'

James Colbert, Jr., County School Superintendent

\_\_\_\_\_  
Date

Contract Code \_\_\_\_\_



James Colbert, Jr., County School Superintendent  
6360 Irvington Boulevard • Houston, Texas 77022 • Tel: 713.696.6300 • [www.hcde-texas.org](http://www.hcde-texas.org)





School-Based  
Therapy Services

## Interlocal Contract Between Harris County Department of Education and

Montgomery ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Montgomery ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2023-2024 school year (8/16/2023 – 8/15/2024).

### Arrangement

HCDE agrees to provide the services as described below. Montgomery ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Music Therapy	25 Days	\$540.00/ Day	\$13,500.00
<b>Total</b>			<b>\$13,500.00</b>

### Additional Terms

- This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Montgomery ISD will compensate HCDE for services provided up to the termination date.
- This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
- This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
- Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
- Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
- Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
- This Contract does not create a joint venture or business partnership under Texas law.
- The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
- In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
- In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees and pursues criminal history background checks annually on all HCDE employees.
- Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to:

Kerri Clark, Principal  
Superintendent/Designee

Exec. Dir. of Ed 8/2/23  
Date

James Colbert, Jr., County School Superintendent

Date

For HCDE office use only:

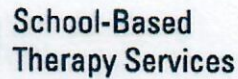
Revenue Account No. 1994-00-111-00-111-5726-0000

Contract Code TS41850



James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.696.6300 ★ www.hcde-texas.org





## Pasadena ISD

### Arrangement

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Music Therapy	37 Days	\$490.00	\$18,130.00
<b>Additional Terms</b>			<b>\$18,130.00</b>

1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Pasadena ISD will compensate HCDE for services provided up to the termination date.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).
13. Confidentiality:  
To the extent that Students and/or the School will come into possession of any confidential student or personnel information, including, but not limited to student records under the Federal Educational Rights and Privacy Act, it is agreed that such information will be kept confidential pursuant to District policies and state and federal laws. To the extent that the Students and/or School uses, discloses, or has access to protected health information, (PHI) as defined by 45 C.F.R. Section 164.501, the Students and/or School agrees to fully comply with any applicable rules and regulations of the Health Insurance Portability and Accountability Act, and Chapter 181 of the Texas Health & Safety Code (the Texas Medical Privacy Act) collectively referred to as HIPAA.
14. Non-Appropriation of Funds:  
The Term of this Contract is a commitment of PISD current revenue only. If, at any time, PISD determines that adequate funding from federal, state or local sources shall not be available to enable PISD to carry out its financial obligation to the other party, then the other Party or PISD shall have the option to terminate this Agreement by giving ten (10) days' written notice to the other party.
15. No Waiver of Immunity:  
The execution of this Agreement and the performance of either Party of any of its obligations hereunder does not, and are not intended to waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to Pasadena I.S.D and/or HCDE and their respective trustees, officers, employees, or agents under federal or Texas Law.



**James Colbert, Jr., County School Superintendent**  
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.696.6300 ★ [www.hcde-texas.org](http://www.hcde-texas.org)





**School-Based  
Therapy Services**

16. No Third Party Beneficiaries:

Nothing in this Agreement shall be deemed or constructed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

17. Force Majeure:

The parties to this Contract may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to acts of God, acts of the Government in its sovereign (and not contractual) capacity, fires, floods, epidemics, quarantine restrictions, public health emergencies, or unusually severe weather that forces road closures which make access to location and/or facility impossible. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable efforts to remove said causes and resume performance hereunder.

Agreed to:

*mlhbleu*

Superintendent/Designee

8-1-23

Date

\_\_\_\_\_  
James Colbert, Jr., County School Superintendent

\_\_\_\_\_  
Date

For HCDE office use only:

Revenue Account No. 199-4-00-111-00-111-5726-0000

Contract Code TS45610



**James Colbert, Jr., County School Superintendent**  
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.696.6300 ★ [www.hcde-texas.org](http://www.hcde-texas.org)





## School-Based Therapy Services

## Interlocal Contract Between Harris County Department of Education and

Humble ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Humble ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2023-2024 school year (8/16/2023 – 8/15/2024)

HCDE agrees to provide the services as described below Humble ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Music Therapy	41 Days	\$490/Day	\$20,090.00
		<b>Total</b>	<b>\$20,090.00</b>

### Additional Terms

- 1 This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Humble ISD will compensate HCDE for services provided up to the termination date.
- 2 This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
- 3 This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
- 4 Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
- 5 Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
- 6 Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereto.
- 7 This Contract does not create a joint venture or business partnership under Texas law.
- 8 The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
- 9 In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- 10 HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
- 11 In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
- 12 Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to

Superintendent/Designee **Dr. Elizabeth Fagen**  
07/26/23 Superintendent of Schools

Date \_\_\_\_\_

**James Colbert, Jr., County School Superintendent**

Date \_\_\_\_\_

For HCDE office use only

Revenue Account No 1994-00-111-00-111-5726-0000

Contract Code TS33610



**Harris County  
Department of  
Education**

James Colbert, Jr , County School Superintendent  
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel 713 696 6300 ★ [www.hcde-texas.org](http://www.hcde-texas.org)

## Regular Board Meeting

7. D. 3.

**Meeting Date:** September 20, 2023

**Title:** School-Based Therapy Services Contracts for FY24

**Submitted For:** Carie Crabb, Therapy

**Submitted By:** Ramielle Leday

**Recommended Action:** Approve

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Jonathan Parker, Carie Crabb, Dr. Jesus Amezcua, Dr. Edna Johnson

**Facilities/Technology Approval Needed?:** None

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### Information

#### Posted Agenda Item:

**Ratification of Interlocal (revenue) contract for FY 2024 for therapy services in the aggregate amount of \$83,300 with School-Based Therapy Services and the following districts:** Dayton ISD (63 students served in FY22) in the amount of \$83,300.

#### Subject:

Interlocal (revenue) contract for School-Based Therapy Services for FY24 with Dayton ISD.

#### Rationale:

HCDE School-Based Therapy Services will provide occupational therapy and physical therapy to Dayton ISD.

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### Fiscal Impact

#### Attachments

Dayton ISD

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### Form Review

#### Inbox

Carie Crabb  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Ramielle Leday  
Final Approval Date: 09/05/2023

#### Reviewed By

Carie Crabb  
Deisy Rubio  
Edna Johnson  
Jesus Amezcua

#### Date

08/28/2023 01:20 PM  
08/31/2023 01:15 PM  
09/01/2023 02:02 PM  
09/05/2023 06:57 PM  
Started On: 08/28/2023 09:49 AM



# School-Based Therapy Services

## Interlocal Contract Between Harris County Department of Education and

Dayton ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Dayton ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2023-2024 school year (8/16/2023 – 8/15/2024).

### Arrangement

HCDE agrees to provide the services as described below. Dayton ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Occupational Therapy	140 Days	\$490.00/ Day	\$68,600.00
Physical Therapy	30 Days	\$490.00/ Day	\$14,700.00
		<b>Total</b>	<b>\$83,300.00</b>

### Additional Terms

- This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Dayton ISD will compensate HCDE for services provided up to the termination date.
- This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
- This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
- Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
- Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
- Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
- This Contract does not create a joint venture or business partnership under Texas law.
- The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
- In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
- In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
- Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to:

Superintendent/Designee

8/25/2023

Date

James Colbert, Jr., County School Superintendent

Date

For HCDE office use only:

Revenue Account No. 1994-00-111-00-111-5726-0000

Contract Code \_\_\_\_\_



James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.696.6300 ★ www.hcde-texas.org



**Regular Board Meeting****7. D. 4.****Meeting Date:** September 20, 2023**Title:** Schools Division Academic and Behavior School East/Annual Contracts FY24: Dayton ISD (12), Galveston ISD (3), Houston ISD (20), Pasadena ISD (25), Santa Fe ISD (5), Sheldon ISD (2), Texas City ISD (6)**Submitted For:** Charles Ned, Schools**Recommended Action:** Approve**Submitted By:****HCDE Goal(s):**

Denise Alamos

1. Impact education/respond to evolving needs

2. Deliver value responsibly

4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Jonathan Parker, Dr. Charles Ned, Dr. Jesus Amezcua, Dr. Edna Johnson

**Facilities/Technology Approval Needed?:** None

**Information****Posted Agenda Item:**

**Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$1,789,200 with ABS East and the following districts:** Dayton ISD for twelve (12) in-county annual contracts in the amount of \$285,600 (\$23,800 each); Galveston ISD for three (3) out of-county annual contracts in the amount of \$82,500 (\$27,500 each); Houston ISD for twenty (20) in-county annual contracts in the amount of \$476,000 (\$23,800 each); Pasadena ISD for twenty-five (25) in-county annual contracts in the amount of \$595,000 (\$23,800 each); Santa Fe ISD for five (5) out of-county annual contract in the amount of \$137,500 (\$27,500 each); Sheldon ISD for two (2) in-county annual contracts in the amount of \$47,600 (\$23,800 each); Texas City ISD for six (6) out of county annual contract in the amount of \$165,000 (\$27,500 each) for the contract period of 08/28/2023 through 06/03/2024.

**Subject:**

**Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$1,789,200 with ABS East and the following districts:** Dayton ISD for twelve (12) in-county annual contracts in the amount of \$285,600 (\$23,800 each); Galveston ISD for three (3) out of-county annual contracts in the amount of \$82,500 (\$27,500 each); Houston ISD for twenty (20) in-county annual contracts in the amount of \$476,000 (\$23,800 each); Pasadena ISD for twenty-five (25) in-county annual contracts in the amount of \$595,000 (\$23,800 each); Santa Fe ISD for five (5) out of-county annual contract in the amount of \$137,500 (\$27,500 each); Sheldon ISD for two (2) in-county annual contracts in the amount of \$47,600 (\$23,800 each); Texas City ISD for six (6) out of county annual contract in the amount of \$165,000 (\$27,500 each) for the contract period of 08/28/2023 through 06/03/2024.

**Rationale:**

Entity	Description	Contract Period	Total
Dayton ISD	Annual Contract (\$23,800 each/in-county) for 12 units	8/28/2023 - 6/3/2024	\$285,600
Galveston ISD	Annual Contract (\$27,500 each/out of-county) for 3 units	8/28/2023 - 6/3/2024	\$82,500
Houston ISD	Annual Contract (\$23,800 each/in-county) for 20 units	8/28/2023 - 6/3/2024	\$476,000
Pasadena ISD	Annual Contract (\$23,800 each/in-county) for 25 units	8/28/2023 - 6/3/2024	\$595,000
Santa Fe ISD	Annual Contract (\$27,500 each/out of-county) for 5 unit	8/28/2023 - 6/3/2024	\$137,500
Sheldon ISD	Annual Contract (\$23,800 each/in-county) for 2 units	8/28/2023 - 6/3/2024	\$47,600
Texas City ISD	Annual Contract (\$27,500 each/out of-county) for 6 units	8/28/2023 - 6/3/2024	\$165,000
<b>Aggregate Amount</b>			<b>\$1,313,200</b>

## Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

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## Attachments

FY24 ABSE Annual Contract-Dayton ISD-12 \$285,600 BA9.20.23  
FY24 ABSE Annual Contract-Galveston ISD-3 \$82,500 BA9.20.23  
FY24 ABSE Annual Contract-Pasadena ISD-25 \$595,000 BA9.20.23  
FY24 ABSE Annual Contract-Santa Fe ISD-5 \$137,500 BA9.20.23  
FY24 ABSE Annual Contract-Sheldon ISD-2 \$47,600 BA9.20.23  
FY24 ABSE Annual Contract-Texas City ISD-6 \$165,000 BA9.20.23  
ABS East Contract

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## Form Review

### Inbox

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 09/05/2023

### Reviewed By

Yaritza Roman  
Edna Johnson  
Jesus Amezcua

### Date

08/31/2023 12:30 PM  
09/01/2023 02:02 PM  
09/05/2023 06:57 PM  
Started On: 08/28/2023 11:38 AM

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Dayton ISD Independent School District**, ("DISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the **DISD** and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 28, 2023** through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **twelve (12) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **DISD**.
2. **HCDE Responsibilities.**
  - a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
  - b) HCDE agrees to furnish the **DISD** with a monthly statement of student(s) attendance. HCDE agrees to furnish **DISD** with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by **DISD**.
  - c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
  - d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **DISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **DISD**.
3. **DISD's Responsibilities.**
  - a) **DISD** is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **DISD** and HCDE.
  - b) **DISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS East. **DISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **DISD** during the term of this Contract. **DISD** shall provide copies of additional records, including **DISD** Records, as reasonably requested by HCDE.
  - c) **DISD** retains the responsibility to report **DISD** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").
4. **Student Records; Confidentiality.**

For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and

“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **DISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **DISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **DISD**’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **DISD** is under HCDE’s direct control with respect to **DISD**’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **DISD**’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within **DISD** and recommended for services as described herein. The ARD Committee of **DISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **DISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **DISD** on the implementation of the IEP at least once per semester. A member of the **DISD** special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.
- d) **DISD** agrees to invite an HCDE representative as a non-consensus member to any **DISD** ARD Committee meeting for **DISD** student(s) placed at ABS East pursuant to this Contract.
- e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **DISD** and are considered students of **DISD** for all purposes. ISD remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that



any eligible **DISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **DISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **DISD** student placed at HCDE, **DISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **DISD** student and is in no way liable to the student, parent, or **DISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **DISD** agrees to pay HCDE a total amount of **\$285,600**. Total amount is calculated by multiplying the number of units times the annual **in-county** tuition rate (**\$23,800**).

HCDE will invoice **DISD** and payment will be due immediately upon receipt of invoice. **DISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

If applicable, in consideration of Extended School Year Services (ESY) provided, **DISD** agrees to pay HCDE in the following manner:

- \$6,000 in-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **DISD** makes a payment to HCDE with a credit card, **DISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- b) **DISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
- c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- d) The source of funding for this contract will be from **DISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **DISD Liaison.** **DISD** shall appoint a qualified liaison to communicate on behalf of **DISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **DISD** liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **DISD** employees and student(s)'s parents/guardians, as necessary.

11. **Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **DISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **DISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS East at the time of termination or expiration of this Contract will return to **DISD**. All Student Records maintained by HCDE during the duration of providing services to the student will

be provided to **DISD** within ten (10) business days following the date of termination or expiration, at the written request of **DISD** .

- 12. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **DISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- 13. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 14. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

**HCDE**

Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**DISD**

Attention: Dr. Jessica Johnson, Superintendent  
100 Cherry Creek Road  
Dayton, Texas 77535

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

- 15. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 16. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- 17. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 18. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **DISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **DISD** agrees that HCDE has no responsibility for any conduct of **DISD** or **DISD's** employees, agents, representatives, contractors, or subcontractors.

19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
20. **Force Majeure.** Neither HCDE nor **DISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **DISD**.



District School Superintendent/Designee

8/25/23

Date

Harris County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19940060100131 57250000 **ABS East**

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and the **Galveston Independent School District**, (“GISD”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for eligible student(s) with disabilities of the **GISD** and to state the terms, rights and duties of the contracting parties.

**1. Term.** This Contract is for the term of **August 28, 2023** through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **three (3) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the **GISD**.

**2. HCDE Responsibilities.**

- a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
- b) HCDE agrees to furnish the **GISD** with a monthly statement of student(s) attendance. HCDE agrees to furnish **GISD** with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by **GISD**.
- c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students’ parents/guardians.
- d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **GISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **GISD**.

**3. GISD’s Responsibilities.**

- a) **GISD** is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **GISD** and HCDE.
- b) **GISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)’s first day of attendance at ABS East. **GISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **GISD** during the term of this Contract. **GISD** shall provide copies of additional records, including **GISD** Records, as reasonably requested by HCDE.
- c) **GISD** retains the responsibility to report **GISD** student(s)’s average daily attendance and other required information through the Public Education Information Management System (“PEIMS”).

**4. Student Records; Confidentiality.**

For purposes of this Contract, “Student Records” shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including “personally identifiable information” and student “education records” as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended (“FERPA”); “personal information” as that term is defined in the Children’s Online Privacy Protection Act of 1998 (“COPPA”); “personal information” as that term is defined in the Protection of Pupil Rights Amendment (“PPRA”); “personally identifiable information” as that term is defined in the Individuals with Disabilities Education Act, as amended (“IDEA”); “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and “personal identifying information” and

“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **GISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **GISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **GISD**’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **GISD** is under HCDE’s direct control with respect to **GISD**’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **GISD**’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within **GISD** and recommended for services as described herein. The ARD Committee of **GISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **GISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **GISD** on the implementation of the IEP at least once per semester. A member of the **GISD** special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.
- d) **GISD** agrees to invite an HCDE representative as a non-consensus member to any **GISD** ARD Committee meeting for **GISD** student(s) placed at ABS East pursuant to this Contract.
- e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **GISD** and are considered students of **GISD** for all purposes. ISD remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that

any eligible **GISD** student is provided a free appropriate public education (“FAPE”) while receiving services from HCDE. **GISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **GISD** student placed at HCDE, **GISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **GISD** student and is in no way liable to the student, parent, or **GISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **GISD** agrees to pay HCDE a total amount of **\$82,500**. Total amount is calculated by multiplying the number of units times the annual **out of-county** tuition rate (**\$27,500**).

HCDE will invoice **GISD** and payment will be due immediately upon receipt of invoice. **GISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

If applicable, in consideration of Extended School Year Services (ESY) provided, **GISD** agrees to pay HCDE in the following manner:

- \$6,700 out of-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **GISD** makes a payment to HCDE with a credit card, **GISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
  - b) **GISD** may sell unused units to another district upon obtaining HCDE’s prior written consent.
  - c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
  - d) The source of funding for this contract will be from **GISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **GISD Liaison.** **GISD** shall appoint a qualified liaison to communicate on behalf of **GISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)’s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **GISD** liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **GISD** employees and student(s)’s parents/guardians, as necessary.

11. **Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **GISD’s**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **GISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS East at the time of termination or expiration of this Contract will return to **GISD’s**. All Student Records maintained by HCDE during the duration of providing services to the

student will be provided to **GISD** within ten (10) business days following the date of termination or expiration, at the written request of **GISD's**.

- 12. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **GISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- 13. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 14. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

**HCDE**

Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**GISD's**

Attention: Dr. Jerry Gibson, Superintendent  
3904 Ave T.  
Galveston, Texas 77550

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

- 15. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 16. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- 17. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 18. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **GISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **GISD** agrees that HCDE has no responsibility for any conduct of **GISD** or **GISD's** employees, agents, representatives, contractors, or subcontractors.



19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
20. **Force Majeure.** Neither HCDE nor **GISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **GISD's**.

M. Neighlon  
District School Superintendent/Designee

8.3.23  
Date

\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060100131 57250000 **ABS East**



**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Pasadena Independent School District**, ("PISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the **PISD** and to state the terms, rights and duties of the contracting parties.

**1. Term.** This Contract is for the term of **August 28, 2023**, through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **twenty-five (25) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **PISD**.

**2. HCDE Responsibilities.**

- a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
- b) HCDE agrees to furnish the **PISD** with a monthly statement of student(s) attendance. HCDE agrees to furnish **PISD** with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by **PISD**.
- c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
- d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **PISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **PISD**.

**3. PISD's Responsibilities.**

- a) **PISD** is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **PISD** and HCDE.
- b) **PISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS East. **PISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **PISD** during the term of this Contract. **PISD** shall provide copies of additional records, including **PISD** Records, as reasonably requested by HCDE.
- c) **PISD** retains the responsibility to report **PISD** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

**4. Student Records; Confidentiality.**

For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and



“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **PISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **PISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **PISD**’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **PISD** is under HCDE’s direct control with respect to **PISD**’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **PISD**’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within **PISD** and recommended for services as described herein. The ARD Committee of **PISD** has affirmed the classification and approved the recommendation of such contracted services.

b) HCDE will be available for participation with the **PISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **PISD** on the implementation of the IEP at least once per semester. A member of the **PISD** special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.

c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.

d) **PISD** agrees to invite an HCDE representative as a non-consensus member to any **PISD** ARD Committee meeting for **PISD** student(s) placed at ABS East pursuant to this Contract.

e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **PISD** and are considered students of **PISD** for all purposes. **ISD** remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that



any eligible **PISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **PISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **PISD** student placed at HCDE, **PISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **PISD** student and is in no way liable to the student, parent, or **PISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **PISD** agrees to pay HCDE a total amount of **\$595,000**. Total amount is calculated by multiplying the number of units times the annual in-county tuition rate (**\$23,800**).

HCDE will invoice **PISD** and payment will be due immediately upon receipt of invoice. **PISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

If applicable, in consideration of Extended School Year Services (ESY) provided, **PISD** agrees to pay HCDE in the following manner:

- \$6,000 in-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **PISD** makes a payment to HCDE with a credit card, **PISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- b) **PISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
- c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- d) The source of funding for this contract will be from **PISD** local (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **PISD Liaison.** **PISD** shall appoint a qualified liaison to communicate on behalf of **PISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **PISD** liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **PISD** employees and student(s)'s parents/guardians, as necessary.

11. **Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **PISD's**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **PISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) **PISD** shall have the right to terminate contract with at least thirty (30) calendar days written notice to HCDE if, during the term of this contract, HCDE and/or ABS East lose the Texas Education Agency (TEA) approval to contract with Texas public school districts and/or serve **PISD** student's placed at ABS East.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s)



in attendance at ABS East at the time of termination or expiration of this Contract will return to **PISD's**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **PISD** within ten (10) business days following the date of termination or expiration, at the written request of **PISD's**.

- 12. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **PISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- 13. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 14. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

**HCDE**

Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**PISD's**

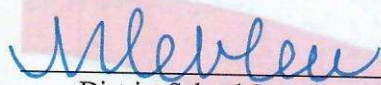
Attention: Dr. DeeAnn Powell, Superintendent  
1515 Cherrybrook Lane  
Pasadena, Texas 77502

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

- 15. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 16. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- 17. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 18. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **PISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **PISD** agrees that HCDE has no responsibility for any conduct of **PISD** or **PISD's** employees, agents, representatives, contractors, or subcontractors.



19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
20. **Force Majeure.** Neither HCDE nor **PISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **PISD's**.



District School Superintendent/Designee

8-1-23

Date

Harris County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19940060100131 57250000 **ABS East**



**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Santa Fe Independent School District**, ("SFISD ") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the **SFISD** and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 28, 2023** through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **five (5) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **SFISD** .

2. **HCDE Responsibilities.**

- a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS EAST in accordance with applicable law and during the days and times set forth by ABS EAST. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
- b) HCDE agrees to furnish the **SFISD** with a monthly statement of student(s) attendance.
- c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
- d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **SFISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **SFISD** .

3. **SFISD's Responsibilities.**

- a) **SFISD** is responsible for providing transportation for the student(s) to and from ABS EAST. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **SFISD** and HCDE.
- b) **SFISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS EAST. **SFISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **SFISD** during the term of this Contract. **SFISD** shall provide copies of additional records, including **SFISD** Records, as reasonably requested by HCDE.
- c) **SFISD** retains the responsibility to report **SFISD** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

4. **Student Records; Confidentiality.**

For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **SFISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **SFISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **SFISD**'s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **SFISD** is under HCDE's direct control with respect to **SFISD**'s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **SFISD**'s direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within **SFISD** and recommended for services as described herein. The ARD Committee of **SFISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **SFISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **SFISD** on the implementation of the IEP at least once per semester. A member of the **SFISD** special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS EAST.
- d) **SFISD** agrees to invite an HCDE representative as a non-consensus member to any **SFISD** ARD Committee meeting for **SFISD** student(s) placed at ABS EAST pursuant to this Contract.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **SFISD** and are considered students of **SFISD** for all purposes. ISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible **SFISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **SFISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **Santa Fe ISD** student placed at HCDE, **SFISD**



recognizes and acknowledges that HCDE is not the LEA or Recipient for the **SFISD** student and is in no way liable to the student, parent, or **SFISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **SFISD** agrees to pay HCDE a total amount of **\$137,500**. Total amount is calculated by multiplying the number of units times the annual **out of-county** tuition rate (**\$27,500**).

HCDE will invoice **SFISD** and payment will be due immediately upon receipt of invoice. **SFISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

If applicable, in consideration of Extended School Year Services (ESY) provided, **SFISD** agrees to pay HCDE in the following manner:

- \$6,700 out of-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **SFISD** makes a payment to HCDE with a credit card, **SFISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- b) **SFISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
- c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- d) The source of funding for this contract will be from **SFISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **SFISD Liaison.** **SFISD** shall appoint a qualified liaison to communicate on behalf of **SFISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS EAST programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **SFISD** liaison shall make best efforts to assist ABS EAST representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **SFISD** employees and student(s)'s parents/guardians, as necessary.

11. **Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **SFISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **SFISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS EAST at the time of termination or expiration of this Contract will return to **SFISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **SFISD** within ten (10) business days following the date of termination or expiration, at the written request of **SFISD**.

12. **Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **SFISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS EAST, services to be provided, conditions and privileges of



employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

- 13. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 14. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

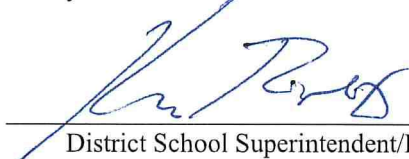
**HCDE**  
**Attention:**  
James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618


**SFISD**  
**Attention:**  
Dr. Kevin Bott, Superintendent  
4133 Warpath  
Santa Fe, Texas 77510

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

- 15. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 16. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- 17. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 18. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **SFISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **SFISD** agrees that **HCDE** has no responsibility for any conduct of **SFISD** or **SFISD's** employees, agents, representatives, contractors, or subcontractors.
- 19. Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.

20. **Force Majeure.** Neither HCDE nor **SFISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **SFISD**.

  
\_\_\_\_\_  
District School Superintendent/Designee

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060100131 57250001 **ABS EAST**

PO DATE

08/02/2023

PURCHASE ORDER NUMBER

8412400019

PRINTED 08/03/2023

**SHELDON INDEPENDENT SCHOOL DISTRICT**

PHONE: 281-727-2000 - FAX: 281-727-2090  
 11411 C. E. KING PARKWAY - HOUSTON, TEXAS 77044  
 STATE TAX EXEMPTION NO. 1-74-6002290-2

MAIL INVOICE TO ABOVE

SHIP DATE : 08/01/2023  
 FISCAL YEAR : 2023-2024  
 ENTERED BY : CROCKANG000

**VENDOR:**  
 HARRIS COUNTY DEPT OF EDUCATION  
 6300 IRVINGTON BLVD  
 HOUSTON, TX 77022-5618

**SHIP TO:**  
 SHELDON ISD NEY ADMIN COMPLEX  
 11411 C E KING PARKWAY  
 HOUSTON, TX 77044

ATTN: ANGELA CROCKETT

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EA	OPEN PURCHASE ORDER, PER SERVICE AGREEMENT, WITH HCDE FOR THE 2023-2024 SCHOOL YEAR.	47600.00000	47,600.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
ACCOUNT NUMBER		ACCOUNT AMOUNT		
199 E 11 6299 SE 001 0 23 000		4,760.00		
199 E 11 6299 SE 041 0 23 000		4,760.00		
199 E 11 6299 SE 043 0 23 000		4,760.00		
199 E 11 6299 SE 102 0 23 000		4,760.00		
199 E 11 6299 SE 104 0 23 000		4,760.00		
199 E 11 6299 SE 107 0 23 000		4,760.00		
199 E 11 6299 SE 108 0 23 000		4,760.00		
199 E 11 6299 SE 109 0 23 000		4,760.00		
199 E 11 6299 SE 110 0 23 000		4,760.00		
199 E 11 6299 SE 111 0 23 000		4,760.00		
<b>PAGE TOTAL</b>				47,600.00
<b>TOTAL</b>				47,600.00

PURCHASE APPROVED BY:

**VENDOR INSTRUCTIONS:**

1. We reserve the right to cancel this order if it is not filled within sixty days.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Changes in prices must be authorized in writing.
4. If the price is stated on the order, material must not be billed at a higher price.
5. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions stated.
6. Back orders will be returned at Vendor's expense.

*Abraham Fay*  
 Chief Financial Officer



**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Sheldon ISD Independent School District**, ("SISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the SISD and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 28, 2023 through June 3, 2024.** During said term, HCDE agrees to provide services described herein for **two (2) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the SISD.
2. **HCDE Responsibilities.**
  - a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
  - b) HCDE agrees to furnish the SISD with a monthly statement of student(s) attendance. HCDE agrees to furnish SISD with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by SISD.
  - c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
  - d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the SISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the SISD.
3. **SISD's Responsibilities.**
  - a) SISD is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of SISD and HCDE.
  - b) SISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS East. SISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by SISD during the term of this Contract. SISD shall provide copies of additional records, including SISD Records, as reasonably requested by HCDE.
  - c) SISD retains the responsibility to report SISD student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").
4. **Student Records; Confidentiality.**

For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and

“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **SISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **SISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **SISD**’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **SISD** is under HCDE’s direct control with respect to **SISD**’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **SISD**’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within **SISD** and recommended for services as described herein. The ARD Committee of **SISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **SISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **SISD** on the implementation of the IEP at least once per semester. A member of the **SISD** special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.
- d) **SISD** agrees to invite an HCDE representative as a non-consensus member to any **SISD** ARD Committee meeting for **SISD** student(s) placed at ABS East pursuant to this Contract.
- e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **SISD** and are considered students of **SISD** for all purposes. **ISD** remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that



any eligible **SISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **SISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **SISD** student placed at HCDE, **SISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **SISD** student and is in no way liable to the student, parent, or **SISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **SISD** agrees to pay HCDE a total amount of **\$47,600**. Total amount is calculated by multiplying the number of units times the annual in-county tuition rate (**\$23,800**).

HCDE will invoice **SISD** and payment will be due immediately upon receipt of invoice. **SISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

If applicable, in consideration of Extended School Year Services (ESY) provided, **SISD** agrees to pay HCDE in the following manner:

- \$6,000 in-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **SISD** makes a payment to HCDE with a credit card, **SISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- b) **SISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
- c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- d) The source of funding for this contract will be from **SISD** (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **SISD Liaison.** **SISD** shall appoint a qualified liaison to communicate on behalf of **SISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **SISD** liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **SISD** employees and student(s)'s parents/guardians, as necessary.

11. **Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **SISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **SISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS East at the time of termination or expiration of this Contract will return to **SISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **SISD** within ten (10) business days following the date of termination or expiration, at the written request of **SISD**.

12. **Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **SISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
13. **Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
14. **Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

**HCDE**

Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**SISD**

Attention: Dr. Demetrius McCall, Superintendent  
11411 C. E. King Parkway  
Houston, Texas 77044


Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

15. **Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
16. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
17. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
18. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **SISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **SISD** agrees that HCDE has no responsibility for any conduct of **SISD** or **SISD's** employees, agents, representatives, contractors, or subcontractors.
19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals



not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.

- 20. Force Majeure.** Neither HCDE nor **SISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
- 21. Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- 22. Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
- 23. Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 24. Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **SISD**.

  
\_\_\_\_\_  
District School Superintendent/Designee  
Dr. Demetrius McCall

7/17/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060200132 57250000 **ABS East**



**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the Texas City Independent School District, ("TCISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the TCISD and to state the terms, rights and duties of the contracting parties.

**1. Term.** This Contract is for the term of **August 28, 2023 through June 3, 2024**. During said term, HCDE agrees to provide services described herein for **six (6) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the TCISD.

**2. HCDE Responsibilities.**

- a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
- b) HCDE agrees to furnish the TCISD with a monthly statement of student(s) attendance. HCDE agrees to furnish TCISD with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by TCISD.
- c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
- d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the TCISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the TCISD.

**3. TCISD's Responsibilities.**

- a) TCISD is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of TCISD and HCDE.
- b) TCISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS East. TCISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by TCISD during the term of this Contract. TCISD shall provide copies of additional records, including TCISD Records, as reasonably requested by HCDE.
- c) TCISD retains the responsibility to report TCISD student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

**4. Student Records; Confidentiality.**

For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and

“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and TCISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which TCISD would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in TCISD’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) TCISD is under HCDE’s direct control with respect to TCISD’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under TCISD’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within TCISD and recommended for services as described herein. The ARD Committee of TCISD has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the TCISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the TCISD on the implementation of the IEP at least once per semester. A member of the TCISD special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.
- d) TCISD agrees to invite an HCDE representative as a non-consensus member to any TCISD ARD Committee meeting for TCISD student(s) placed at ABS East pursuant to this Contract.
- e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in TCISD and are considered students of TCISD for all purposes. ISD remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that

any eligible **TCISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **TCISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **TCISD** student placed at HCDE, **TCISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **TCISD** student and is in no way liable to the student, parent, or **TCISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **TCISD** agrees to pay HCDE a total amount of **\$165,000**. Total amount is calculated by multiplying the number of units times the annual out-of-county tuition rate (**\$27,500**).

HCDE will invoice **TCISD** and payment will be due immediately upon receipt of invoice. **TCISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

If applicable, in consideration of Extended School Year Services (ESY) provided, **TCISD** agrees to pay HCDE in the following manner:

- \$6,700 out-of-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **TCISD** makes a payment to HCDE with a credit card, **TCISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
  - b) **TCISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
  - c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
  - d) The source of funding for this contract will be from **TCISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.
10. **TCISD Liaison.** **TCISD** shall appoint a qualified liaison to communicate on behalf of **TCISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **TCISD** liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **TCISD** employees and student(s)'s parents/guardians, as necessary.
11. **Termination.**
- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **TCISD**'s. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **TCISD** the amount of any pre-paid fees for any period following the effective date of such termination.
  - b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
  - c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS East at the time of termination or expiration of this Contract will return to **TCISD**'s. All Student Records maintained by HCDE during the duration of providing services to the

student will be provided to **TCISD** within ten (10) business days following the date of termination or expiration, at the written request of **TCISD's**.

- 12. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **TCISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- 13. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 14. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

**HCDE**

Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**TCISD's**

Attention: Dr. Melissa Duarte, Superintendent  
1700 Ninth Avenue North  
Texas City, Texas 77590

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

- 15. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 16. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- 17. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 18. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **TCISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **TCISD** agrees that HCDE has no responsibility for any conduct of **TCISD** or **TCISD's** employees, agents, representatives, contractors, or subcontractors.



19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
20. **Force Majeure.** Neither HCDE nor TCISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and TCISD's.

Meli Duarte

District School Superintendent/Designee

8-23-23

Date

\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060100131 57250001 ABS East

**RESIDENTIAL PLACEMENT SERVICES CONTRACT  
BETWEEN  
HOUSTON INDEPENDENT SCHOOL DISTRICT  
AND  
HARRIS COUNTY DEPARTMENT OF EDUCATION ABS EAST**

THIS SERVICES CONTRACT ("Contract") is made and entered into by and between the Houston Independent School District ("HISD" or "District"), 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, and **Harris County Department of Education ABS EAST** ("Provider" or "Vendor"), 6300 Irvington Blvd, Houston, Texas 77022-5618.

**WHEREAS**, HISD desires to hire Provider to perform services as outlined in the scope section in this Contract;

**WHEREAS**, HISD has determined that such services are in support of its educational objectives;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

**1. SERVICES TO BE PROVIDED BY PROVIDER (SCOPE OF WORK):**

Provider agrees to provide to HISD:

- The Provider shall ensure that the Texas Education Agency (TEA) approval status for non-public schools is maintained.
- The Provider shall provide all services specified in this Agreement along with any specialized facilities and personnel necessary to furnish educational/day placement services and related services for **Twenty (20)** students with disabilities. All services specified in this Agreement shall be provided without charge to the parents, surrogates, guardians, or adult student(s).
- HISD and the Provider agree and understand that the parents of these students have voluntarily given their permission for the students to receive the services to be provided by this Agreement.
- The Provider shall maintain its records and accounts to assure a proper accounting to the HISD of all monies applicable to this Agreement. The Provider shall compile and furnish quarterly reports and other evaluative information as required by HISD and Texas Education Agency in order to comply with applicable laws, rules, and regulations of the State of Texas and the Texas Board of Education.
- The Provider shall be responsible for implementation of the IEPs, including academic, transition, and behavior.
- The Provider shall require all certified teachers to attend an EasyIEP training at the beginning of the school year or within calendar day of being hired.
- The Provider shall be responsible for updating student progress in EasyIEP; Weekly updating student Progress tracking, Progress Reports every Three-weeks, and Report Cards every Six-weeks; which should include a narrative of student progress on goals.

- The Provider will provide the parents with the Progress Report and Report Card during the allocated time frame.
- The Provider shall provide all updated Standard-Based goals and objectives for annual ARDs within 10 days before the scheduled ARD date.
- Should the Provider provide counseling as a related service, the counselor shall provide this service in accordance with the students' IEPs and have the required certification. The counselor shall also have regular contact with the parent.
- The Provider shall not apply any aversive technique or cause an aversive technique to be applied to a student, implement behavior strategies that confine a student in a locked box, locked closet, or other specifically designed locked space. School district employees, volunteers, or independent contractors of the district may not place a student in seclusion.
- The Provider shall utilize the Texas Behavior Support Initiative to implement the students' IEPs.
- The Provider shall meet the HISD and Texas Education Agency requirement of providing certified teachers for instruction and related services.
- The Provider will provide a list of all Certified teachers working with HISD students at the Beginning of Year (BOY), Middle of Year (MOY, and End of Year (EOY) for TEA HOUSE Certification purposes, which includes copies of the teachers' transcripts.
- The Provider will notify HISD in writing within five consecutive days of the absence, termination, or resignation of a certified teacher and inform the district regarding how the compensatory time, if any, will be addressed by the Provider.
- The Provider will comply with procedures TEA requires of nonpublic schools, including but not limited to the Performance Based Monitoring and Analysis System, the State Performance Plan, and the Nonpublic School Review process.
- The Provider will notify HISD by e-mail, writing, or telephone within two hours upon the injury or alleged abuse of any student assigned to the agency by HISD.
- The Provider will notify HISD within two hours by e-mail, writing, or telephone of any parental concern/complaint involving an HISD student.
- The Provider will notify HISD within one hour by e-mail, writing, or telephone of any media coverage involving an HISD student.
- The Provider will notify HISD within two hours by e-mail, writing, or telephone of any arrest or incident involving the facility or outside law enforcement agency.
- The Provider will notify HISD of any tickets, citations, or use of restraint involving a HISD student within one day.
- The Provider will provide HISD with accurate student attendance reporting each week during the Contract period.

## **2. SERVICES TO BE PROVIDED BY HISD:**

HISD agrees to provide to Provider:

- The students' HISD case manager shall be notified immediately by e-mail or in writing when any student misses three (3) consecutive instructional days and follow with daily notification if required.

- HISD shall be responsible for overseeing/monitoring implementation of the IEPs and providing annual reevaluation of the appropriateness of the instructional arrangement.
- HISD will be responsible for conducting all Annual and Review ARD meetings by completing all appropriate invitations and notices.
- HISD will work with the Providers as they update goals, complete all supplements, which includes developing transition goals derived from the transition supplement.

### 3. TERM OF CONTRACT

The term of this Contract shall be from **August 28, 2023, through June 3, 2024**; provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract.

### 4. TERMINATION

This Contract may be terminated prior to the expiration of the term hereof as follows:

- By HISD upon 3 days' notice if the work is not provided in a satisfactory and proper manner as determined by HISD;
- By mutual written agreement of the parties;
- By HISD without cause, upon prior written notice to the Provider; or
- By HISD immediately if Provider commits a material breach of any of the terms of this Contract.

In the event this Contract is terminated because of a violation or breach of the contract terms by the Provider, HISD shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties as may be appropriate.

### 5. COMPENSATION

For and in consideration of the services to be provided by Provider under this Contract, HISD will pay Provider **upon submission of an original invoice(s) in a total amount not to exceed \$ 476,000. Invoices should not be submitted, and payment will not be made, until after goods or services have been supplied or rendered.**

- Tuition for student enrollment to **include = 20 slots at \$23,800 per slot – (\$476,000.)**  
The compensation to be paid should be charged against the following budgets:

FUNDS 10 DIGITS	OBJECT/GL/ COMMITMENT ITEM 10 DIGITS	FUND CENTER/COST CENTER 10 DIGITS	FUNCTIONAL AREA 16 DIGITS	AMOUNT NOT TO EXCEED
TEA HISD HISD FUND FUND INITIATIVE CODE CODE	TEA HISD SUB- HISD OBJECT OBJECT GROWTH	HISD HISD TEA ORG HISD SEGMENT GROUP SUB- ORG	SERVICES TEA FUNCTION TEA PIC PROCESS SUB-PROCESS ACTIVITY SUB-ACTIVITY	<b>\$476,000</b>
2240000000	6223000000	ORDER NUMBER 5*24634	PS11230000000000	



HISD standard payment terms are net 30 days after receipt of invoice. Provider's invoices should be sent as a preferred method to the email address: [HISD\\_VendorInvoices@houstonisd.org](mailto:HISD_VendorInvoices@houstonisd.org) with a copy to the HISD contact above or by mail to Houston Independent School District, Controller's Office, Accounts Payable Department, 4400 West 18th Street, Houston, Texas 77092. Alternative payment terms may be accepted at HISD discretion. Invoices shall be directed to HISD's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Provider shall submit invoices within a timely manner during HISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Provider within thirty (30) days after the later of the following: (1) the date HISD receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HISD receives an invoice for the goods or service. Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from HISD not later than the tenth (10th) day after the date Provider receives the payment from HISD. The exceptions to payments made by HISD and/or Provider listed in Texas Government Code § 2251.002 shall apply to this Contract.

In the event Provider presents HISD with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. HISD will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Provider.

In the event this Contract is terminated prior to the end of the stated term, payments will only be made to the extent that work satisfactory to HISD has been performed and is undisputed prior to termination.

#### **FEDERAL GRANT FUNDING AND HOUSTON INDEPENDENT SCHOOL DISTRICT'S BOARD POLICY OBLIGATIONS**

To the extent that HISD's obligation hereunder for payment of compensation is limited to and expressly subject to receipt of any funds from TEA under the provision of the Elementary and Secondary Education Act of 1965 as amended by Public Law 100-297, ESEA Title I-Part A and that such funds are specifically designated for this program, Provider agrees to comply with all of the following requirements. In the event such funds are not received by HISD, or only partial funding is received from TEA, HISD may terminate this contract and not be liable for the remaining balance of the contract to the extent that the work has not been performed.

In the event HISD is ever required to refund any funds received from TEA specifically designated for this program, based upon Provider's failure to adhere to the requirements herein, then it is understood and agreed that Provider shall be liable for and shall refund such amounts received by them to HISD within fifteen (15) days of receipt of written notice from HISD.

Provider agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984.

**To the extent that Federal Funds are utilized for payment under this contract, Provider agrees to comply with the Education Department General Administrative Regulations (“EDGAR”). Provider shall complete the EDGAR Provider Certifications attached hereto as an Exhibit, which certifications are incorporated by reference herein, and shall ensure that such Provider Certifications are promptly updated as necessary during the term of this Contract. Noncompliance or misrepresentation regarding the Provider Certifications may, in HISD’s sole discretion, be grounds for immediate termination of this Contract.**

Provider shall provide all services and perform all functions in accordance with the U.S. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200 through 200.521), and any other applicable OMB requirements, and in accordance with HISD’s Procedures which HISD shall provide to Provider, regarding regulatory and financial matters so that the Grant can be carried out in accordance with the requisite federal and state requirements.

In the event an audit occurs and any expenditures relating to this Contract are disallowed, based upon Provider’s failure to adhere to the requirements herein, Provider agrees to reimburse HISD immediately for the full amount of such disallowed expenditures.

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Provider's Signature

## **6. RELATIONSHIP OF THE PARTIES**

HISD and Provider are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Contract shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Provider is independent of HISD and is not an employee, agent, joint venture, or partner of HISD, and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between HISD and Provider or HISD and any of Provider’s agents.

It is understood and agreed that the Provider is a separate legal entity from HISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. The Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of

income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

**7. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

**8. NO WAIVER OF IMMUNITY**

HISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of HISD.

**9. AUTHORIZATION TO EXECUTE CONTRACT**

Each party represents and warrants to the other that the execution of this Contract has been duly authorized, and that this Contract constitutes a valid and enforceable obligation of such party according to its terms.

**10. AUTHORIZATION TO PERFORM WORK**

For the entire duration of this Contract, Provider and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Contract, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, etc. Provider must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by HISD, Provider shall furnish HISD with satisfactory proof of Provider's compliance with this provision.

**11. NO WAIVER OF BREACH**

No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**12. NOTICE**

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Harris County Department of Education  
Attn: Dr. James Colbert, Jr.  
Superintendent  
6300 Irvington Boulevard  
Houston, Texas

To: Houston Independent School District  
Attn: F. Mike Miles  
Superintendent of Schools  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

**13. NO ASSIGNMENT**

Provider may not assign this Contract or any of its rights, duties, or obligations hereunder without the prior written approval of HISD. Any attempted assignment of this Contract by Provider shall be null and void. Any purchase or work order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Provider without the prior written approval of HISD. Provider is required to notify HISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change. In the event HISD approves of any assignment, Provider shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Provider pursuant to this solicitation.

**14. SECTION HEADINGS**

The headings of sections and paragraphs contained in any document related to this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the Contract. Provider agrees that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

**15. GOVERNING LAW-JURISDICTION/VENUE**

This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall



be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Contract.

#### **16. ATTORNEY'S FEES**

In connection with HISD's defense of any suit against it and/or HISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this solicitation or Contract, in which HISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, HISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

#### **17. COMPLIANCE WITH LAWS**

Provider shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to HISD. Provider understands that Provider is ineligible to receive a contract award with HISD if Provider or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689).

#### **18. EQUAL OPPORTUNITY**

It is the policy of HISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Provider further agrees that every subcontract entered into for the performance of this Contract shall contain a provision

requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

## **19. CERTIFICATIONS**

### **Certification Regarding Prohibition Against Boycotting of Israel**

Provider hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Provider further certifies and verifies that neither Provider, nor any affiliate, subsidiary, or parent company of Provider, if any (the "Provider Companies"), boycotts Israel, and Provider agrees that Provider and Provider Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

### **Certification Regarding Prohibition Against Discrimination Against Firearm & Ammunition Industries**

If (a) Provider is not a sole proprietorship; (b) Provider has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that Provider is not a sole-source provider or governmental entity has not received any bids from a Provider that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the Provider hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a

company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

**Certification Regarding Prohibition Against Boycotting Certain Energy Companies**

If (a) Provider is not a sole proprietorship; (b) Provider has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the Provider hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a Provider because the Provider(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a Provider described by paragraph (a). See TEX. GOV'T CODE § 809.001(1).

**20. ORIGINALS**

This Contract is executed in one single original copy, the original of which shall be maintained by HISD.

**21. REPORTS**

To the extent applicable, HISD and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of HISD.

**22. INDEMNITY**

**THE PROVIDER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND HISD AND EACH OF IT'S PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEYS' AND EXPERTS' FEES, COURT COSTS AND EXPENSES**

**INCURRED BY HISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR: (1) INJURY OR DEATH TO PERSONS; (2) DAMAGE TO, OR DESTRUCTION OF, PROPERTY; AND (3) LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, ANY ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY PROVIDER, AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, SUB-CONTRACTORS OR AGENTS ARISING OUT OF, OR IN CONNECTION WITH, PROVIDER'S PERFORMANCE OF THE CONTRACT.**

**All obligations as set forth in this paragraph shall survive the completion of or termination of the Contract.**

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

Nothing in this Contract shall be construed to create a claim or cause of action against HISD for which it is not otherwise liable nor to create an impermissible deficiency debt of HISD.

## **23. CRIMINAL HISTORY BACKGROUND CHECK**

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider agrees to require employees, subcontractors and volunteers of the Provider who have or will have continuing duties related to the contracted services, and have or will have the opportunity for direct contact with HISD students, to submit to a national criminal history background record information review by HISD, as required by those sections. Provider must provide HISD with all information required for obtaining criminal history, including, without limitation, a list of the names and dates of birth of all employees and subcontractor's employees who may have direct contact with students.

Provider shall send or ensure that the employee or applicant (including employee or applicants of Provider's subcontractor(s)) sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Providers must present a list of all covered employees who may have direct contact with students to HISD.

Covered employees with disqualifying criminal histories are prohibited from serving at HISD. Provider must also certify to HISD that it has complied and must obtain similar certifications from its subcontractors. Provider understands that if an employee,



subcontractor, or volunteer has a Disqualifying Criminal History, the District may elect not to enter into this Contract or may elect to cancel the Contract.

“Covered employees” means: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. HISD will be the final arbiter of what constitutes continuing duties and direct contact with students.

“Disqualifying Criminal History” means: (1) a conviction or other criminal history information designated by HISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have submitted information required for a national criminal history background record information review.

**WARNING:** Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to HISD 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.

HISD may terminate this Contract if HISD determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. HISD will compensate the person or business entity for undisputed services performed before the termination of the contract.

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Provider's Signature

## **24. RECORDS RETENTION AND AUDITS**

HISD or its authorized representative, shall be afforded access to and permitted to inspect and copy all the Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or

the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

## **25. STUDENT RECORDS**

Provider acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of students' personally identifiable information and education records in accordance with applicable law and regulations, including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Any student information provided to Provider shall be provided in compliance with the requirements and exceptions outlined in FERPA. Provider must comply with said law and regulations and safeguard student information. Provider acknowledges that to the extent Provider receives confidential student information during the performance of duties under this Contract, Provider is considered a "school official" in accordance with FERPA. Provider may not disclose confidential student information to a third party without prior written consent from the parent or eligible student. Provider must destroy any student information received from the District when no longer needed for the purposes of the Contract.

To the extent that Provider may receive confidential student or staff information, a separate Data Sharing Agreement may be applicable and required to be executed with the Provider.

## **26. TEXAS PUBLIC INFORMATION ACT**

In the event that HISD is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to HISD and HISD shall have the right to release such information and records.

"Compliance with Gov't Code 552.372: The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than \$1 million. The contractor or Provider agrees the contract can be terminated if the contractor or Provider knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

## **27. BUSINESS ETHICS**

During the course of pursuing contracts, and the course of contract performance, Provider will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as

incidental shall be made to any employees or officials of HISD, its authorized agents and representatives, or to family members of any of them. At any time Provider believes there may have been a violation of this obligation, Provider shall notify HISD of the possible violation. HISD is entitled to request a representation letter from Provider, its subcontractors or Providers at any time to disclose all things of value passing from Provider, its subcontractors or Providers to HISD's personnel or its authorized agents and representatives.

## **REQUIRED DISCLOSURES**

- A. For all contracts in excess of \$50,000.00, or which require Board approval, or a contract for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, Provider must electronically file Form 1295, which is available at <https://www.ethics.state.tx.us/filinginfo/1295/> listing all interested parties, including a person who has a controlling interest in Provider's business, or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business. Provider must print out, execute, and notarize the form and provide a copy to HISD at the time it executes the contract in compliance with Section 2252.908 of the Texas Government Code. Instructions for filing Form 1295 are attached hereto as an Exhibit. THIS REQUIREMENT DOES NOT APPLY TO (1) A SPONSORED RESEARCH CONTRACT OF AN INSTITUTION OF HIGHER EDUCATION; (2) AN INTERAGENCY CONTRACT OF A STATE AGENCY OR AN INSTITUTION OF HIGHER EDUCATION; (3) A CONTRACT RELATED TO HEALTH AND HUMAN SERVICES: IF (A) THE VALUE OF THE CONTRACT CANNOT BE DETERMINED AT THE TIME THE CONTRACT IS EXECUTED; AND (B) ANY QUALIFIED PROVIDER IS ELIGIBLE FOR THE CONTRACT; (4) A CONTRACT WITH A PUBLICLY TRADED BUSINESS ENTITY, INCLUDING A WHOLLY OWNED SUBSIDIARY OF THE BUSINESS ENTITY; (5) A CONTRACT WITH AN ELECTRIC UTILITY, AS THAT TERM IS DEFINED BY SECTION 31.002, UTILITIES CODE; OR A CONTRACT WITH A GAS UTILITY, AS THAT TERM IS DEFINED BY SECTION 121.001, UTILITIES CODE.**
- B. Provider must also file a completed conflict of interest questionnaire, in compliance with Section 176.006 of the Texas Local Government Code, attached hereto as an Exhibit, or available at <https://www.ethics.state.tx.us/forms/conflict> with the HISD records administrator, if the Provider has an employment or other business relationship with a local government officer of HISD, or a family member of the officer; has given a local government officer of HISD, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12-month period preceding the date of the contract; or has a family relationship with a local government officer of HISD. The questionnaire must be filed not later than the seventh business day after the later of: (1) the date that the Provider: (A) begins discussions or negotiations to enter into a contract with HISD; or (B) submits an**

application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with HISD; or (2) the date the Provider becomes aware: (A) of an employment or other business relationship with a local government officer, or a family member of the officer of HISD; (B) that the Provider has given one or more gifts to a local government officer of HISD of more than \$100 in the aggregate; (C) of a family relationship with a local government officer of HISD. THIS REQUIREMENT DOES NOT APPLY TO A PERSON IF THE PERSON IS: (1) A STATE, A POLITICAL SUBDIVISION OF A STATE, THE FEDERAL GOVERNMENT, OR A FOREIGN GOVERNMENT; OR (2) AN EMPLOYEE OR AGENT OF AN ENTITY DESCRIBED BY SUBDIVISION (1), ACTING IN THE EMPLOYEE'S OR AGENT'S OFFICIAL CAPACITY.

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Provider's Signature

## 28. BUSINESS CERTIFICATES / TAXES

All Provider or Professional Services Providers entering into a contract with HISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

**Corporations** (domestic or foreign \*) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.586 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and Taxes are paid.

**Partnerships and Joint Stock Companies, and Limited Liability Partnerships** (domestic or foreign\*) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105--PARTNERSHIPS AND JOINT STOCK COMPANIES, CHAPTER ONE --- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED LIMITED PARTNERSHIP ACT, Article 6132a-1. "Texas Revised Limited Partnership Act." All partners in a partnership must file a "Certificate of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

**The provider whether corporate, partnership or sole owner must be current on HISD Property Taxes.** If commercial personal property is located in the jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22, Section 22.01, of the Texas "PROPERTY TAX CODE".

**\*Note:** Foreign means formed under laws of another state; Domestic means formed under Texas laws.



### **Assumed Names**

An assumed name certificate (or DBA) shall be properly registered with the Harris County Clerk's Office for anyone wishing to do business under another name. This applies to corporate entities as well as individuals. The contract should be in the name of the individual or entity d/b/a the assumed name, rather than just the assumed name. Chapter 71, Texas Business and Commerce Code.

## **29. CONFIDENTIAL & PROPRIETARY INFORMATION**

The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

## **30. DATA AND PROPRIETARY RIGHTS**

Provider represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Contract. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Provider in the performance of its obligations under this Contract will be deemed works for hire and the exclusive property of HISD, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Provider shall deliver all such materials to HISD upon completion, termination, or cancellation of this Contract. Any programs, data, or other materials furnished by HISD for use by Provider in connection with the Services performed under this Contract will remain HISD's property. Any pre-existing programs, data, or other materials furnished and owned by Provider for use by Provider in connection with the Services performed under this Contract will remain Provider's property. Provider may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Board of Education, the Superintendent of Schools, or their designee.

### 31. DEBARMENT AND SUSPENSIONS

Provider certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

### 32. INSURANCE

The Provider shall carry insurance with responsible insurance carriers acceptable to HISD and with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Provider must carry insurance with responsible carriers acceptable to HISD rated A or better, by A.M. Best, with minimum limits of liability coverage as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Provider shall furnish certificates of insurance to HISD indicating compliance with this paragraph.

Type of Coverage	Minimum Limits
1. Workers' Compensation and Employer's Liability	Statutory \$100,000 per accident
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit
3. Commercial General Liability	\$1,000,000 per occurrence

HISD reserves the right to require additional insurance coverage to be carried by the Provider as deemed desirable by HISD, depending on the type of project.

The Provider shall submit evidence at the time of any execution of the Contract that it has in full force and effect all insurance requirements listed above. The Provider shall maintain such insurance in full force and effect throughout the duration of the Contract. In the event that it is not commercially feasible to maintain insurance during the period required by the Contract, Provider shall supply HISD with equivalent assurance to the required insurance, acceptable to HISD.

HISD shall be listed as certificate holder. HISD shall be named as an additional insured on the automobile and commercial general liability policy. HISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of HISD in the workers' compensation, automobile and commercial general liability policies.

The Provider shall provide HISD with certificates of insurance after the contract has been executed and before the beginning of the Work when requested by the owner contact. Such certificates shall indicate a Contract by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to HISD.

### **33. FORCE MAJEURE**

Neither HISD nor Provider shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, or other catastrophes. The parties to this Contract are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred and prevented or delayed performance shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to, soon as reasonably practicable, notify the other party in writing, citing the details of the force majeure event, the contractual commitments impacted by the force majeure event, and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Except for those commitments identified in such notice, the party seeking relief due to force majeure shall not be relieved of its responsibility to full perform as to all other requirements in the Contract. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Notwithstanding any other provision of this Contract, in the event the Provider's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HISD shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HISD's contractual, legal, or equitable rights.

### **34. COMPLETE UNDERSTANDING**

This Contract shall constitute the complete understanding of Provider and HISD, and may not be modified in any manner without the express written consent of both parties.

### **35. INVALIDITY/UNENFORCEABILITY**

If any provisions of this Contract shall be held invalid or unenforceable, the remainder shall, nevertheless, be deemed valid and shall be construed as if such invalid or unenforceable provisions had never been contained therein.

**HOUSTON INDEPENDENT SCHOOL DISTRICT**

**REQUESTOR'S SIGNATURE:**

**By:** \_\_\_\_\_Ardalia Idlebird\_\_\_\_\_

☐ Campus

☐ Department

**Number**\_\_640\_\_

**[SIGNATURE PAGE TO FOLLOW]**



**PROVIDER**

**HOUSTON INDEPENDENT SCHOOL DISTRICT**

**HCDE: ABS EAST**

By: \_\_\_\_\_  
James Terry, \_\_\_\_\_ Date \_\_\_\_\_  
Ph.D., CPA, RTSBA  
Chief of Financial and Business Services

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. James Colbert

\_\_\_\_\_  
Taxpayer Identification Number

By: \_\_\_\_\_  
F. Mike Miles \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Catosha Woods \_\_\_\_\_ Date \_\_\_\_\_  
General Counsel

**E7519**

## EXHIBIT 1

### EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when HISD expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and HCDE ABS EAST ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

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#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when HISD expends federal funds, HISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when HISD expends federal funds, HISD reserves the right to immediately terminate any Contract in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the Contract by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. HISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if HISD believes, in its sole discretion that it is in the best interest of HISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by HISD as of the termination date if the contract is terminated for convenience of HISD. Any award under this procurement process is not exclusive and HISD reserves the right to purchase goods and services from other vendors when it is in HISD's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when HISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be**

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when HISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when HISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by HISD resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under a Contract or Contract.** If the Federal award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by HISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by HISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.
- (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 Contract, 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(J) Procurement of Recovered Materials – When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(K) Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals**



such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(L) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by HISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When HISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of HISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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HISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

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Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 2

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;">             Name of Officer           </div>		
<b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>		
<div style="margin-bottom: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div>		
<b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>		
Signature of vendor doing business with the governmental entity		Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**EXHIBIT 3**  
HOUSTON INDEPENDENT SCHOOL DISTRICT  
CONTRACTOR CRIMINAL HISTORY BACKGROUND CHECK CERTIFICATION

HISD Contract/Project # \_\_\_\_\_ Project Title: \_\_\_\_\_

Vendor Name (indicate whether Prime Contractor or Subcontractor): \_\_\_\_\_

If Subcontractor, indicate name of Prime Contractor: \_\_\_\_\_

**SECTION I: This section to be completed by all vendors to specify whether their engagement with HISD will involve direct contact with students.**

- ☐ **NO direct contact with students** - As required by HISD and applicable law, I hereby certify that **NO employee and/or subcontractor** will have direct contact with any student at HISD as defined under 19 Tex. Admin. Code § 153.1101(7). Skip 'Section II' and complete 'Section III' below.
- ☐ **WITH direct contact with students AND continuing duties** - As required by HISD and applicable law, I hereby certify that **the list of employees and/or subcontractors (including applicants under current offer of employment) below MAY/WILL** have both direct contact with students and continuing duties at HISD as defined under 19 Tex. Admin. Code § 153.1101(7) & (2). Complete 'Section II' and 'Section III' below. Only vendor(s) meeting both criteria are considered as having "covered employees" whose criminal history record information must be reviewed.
- 19 Texas Administrative Code 153.1101(7) **Direct contact with students**--The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students.
  - 19 Texas Administrative Code 153.1101(2) **Continuing duties related to contracted services**—Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only.

**SECTION II: This section to be completed ONLY if vendor's employees/subcontractors will have direct contact with students and continuing duties.**

	<b>Full Name</b> (first, middle, and last) <b>of each Employee/Applicant</b> (as shown on ID card); <b>relationship to Prime Contractor</b> (Employee or Subcontractor Employee); <b>number assigned to (and state / U.S. territory issuing) unexpired photo ID card</b> ; and <b>Social Security number*</b>	<b>Date of Birth</b> (mm/dd/yyyy)  and  <b>Sex</b>	<b>Has Employee/Applicant ever been fingerprinted by any public school district in Texas?</b>  If <b>YES</b> , provide the name of the school district.  If <b>NO</b> or <b>DON'T KNOW</b> , employee must be fingerprinted prior to performing services at HISD.	<b>HISD Internal Use Only</b>
1	<b>Select One:</b> <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor Employee  Full Name: _____  ID Card Number: _____  State/Territory Issuing: _____  Social Security Number: _____	_____/_____/_____  Sex: _____	<input type="checkbox"/> Yes – Name of Texas school district: _____  <input type="checkbox"/> No / Don't Know	<input type="checkbox"/> Approved <input type="checkbox"/> Denied



2	Select One: <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor Employee Full Name: _____ ID Card Number: _____ State/Territory Issuing: _____ Social Security Number: _____	____/____/____ Sex: _____	<input type="checkbox"/> Yes – Name of Texas school district: _____ <input type="checkbox"/> No / Don't Know	<input type="checkbox"/> <i>Approved</i> <input type="checkbox"/> <i>Denied</i>
3	Select One: <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor Employee Full Name: _____ ID Card Number: _____ State/Territory Issuing: _____ Social Security Number: _____	____/____/____ Sex: _____	<input type="checkbox"/> Yes – Name of Texas school district: _____ <input type="checkbox"/> No / Don't Know	

**\*Attach additional pages as necessary**

**SECTION III – Vendor Certification:** By signing below, Vendor acknowledges and agrees that Vendor has obtained the written authorization and consent of each above-listed employee/applicant for the release to and review of the employee's personal criminal history record information by HISD to assist with determining the employee's eligibility to provide services at HISD in connection with Vendor's contract with HISD. Vendor further acknowledges and agrees that Vendor shall be solely responsible to send or ensure that each covered employee sends to the Texas Department of Public Safety (DPS) all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

Signature of Authorized Representative

Date

Name & Title of Authorized Representative

Taxpayer Identification Number

## EXHIBIT 4

### CONTRACTOR CRIMINAL HISTORY REVIEW AUTHORIZATION

This document is to be completed by the employee ("Employee") of a prime contractor or subcontractor (collectively, "Contractor") who will be providing services on Houston ISD grounds in connection with a services contract ("Contract") and whose continuing duties may create an opportunity for substantial verbal or physical interaction with students (***Make copies for each individual, as needed.***).

**a) General Information:**

- Prime Contractor business name (DBA): \_\_\_\_\_
- Employee Full Name (first, middle, and last) (as shown on ID card): \_\_\_\_\_
- Relationship to Prime Contractor (select one): ☐ Employee ☐ Subcontractor Employee
- Home Address: \_\_\_\_\_
- City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
- Birth Date (mm/dd/yyyy): \_\_\_\_\_
- Sex: \_\_\_\_\_
- Social Security Number: \_\_\_\_\_
- Number Assigned to Unexpired Photo ID Card: \_\_\_\_\_ State / U.S. Territory Issuing: \_\_\_\_\_
- Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
- Personal E-mail Address: \_\_\_\_\_

**b) Have you ever been fingerprinted by any public school district in Texas?**

Yes

No

Don't know

- If "Yes", please provide the name of at least one such school district that has fingerprinted you: \_\_\_\_\_
- If "No" or "Don't Know," you must be fingerprinted prior to providing services at Houston ISD. Please refer to the "Fingerprinting Instructions" enclosed in this packet and follow the required instructions. You are responsible to send to the Texas Department of Public Safety (DPS) all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of your fingerprints and a recent electronic digital image photograph of you.

**c) Have you ever been arrested or convicted of a felony offense or an offense that requires you to register as a sex offender?**

Yes

No

- If "Yes", please explain: \_\_\_\_\_

**Texas Education Code, Chapter 22**, requires school districts to review the criminal histories of contractors and independent contractors who have, or will have, **continuing duties** related to a services agreement with the District **and direct contact with students**. Houston ISD considers direct contact to result from any activity that may provide substantial opportunity for verbal or physical interaction with students and that is not supervised by a professional district employee (e.g., unsupervised coaching, tutoring, or other services). Houston ISD retains the sole right to determine if engagement with a contractor (including subcontractors) requires review of criminal histories, in accordance with Texas law.

If at any time over the effective term of the Contract, Houston ISD determines that engaging with the Contractor requires a criminal background check, the Contractor will be provided with further instructions. If required, criminal background checks must be completed, reviewed, and approved by Houston ISD either prior to services being provided or prior to continuation of services, as required by Houston ISD.

**EMPLOYEE CERTIFICATION:** I hereby acknowledge understanding of the criminal history review requirements and give my consent and authorization for the release to and review of my personal criminal history record information by Houston ISD to help determine my eligibility to provide services at Houston ISD in connection with the Contract.

Employee Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date Completed : \_\_\_\_\_

#### Human Resources Use ONLY

HISD Contract/Project # \_\_\_\_\_ Project Title: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Denial: \_\_\_\_\_ HR Representative Name : \_\_\_\_\_ Initials: \_\_\_\_\_

**Regular Board Meeting****7. D. 5.****Meeting Date:** September 20, 2023**Title:** Schools Division Academic and Behavior School West/Annual Contracts FY24: Aldine ISD (8), Aristol Classical Academy (1), El Campo ISD (1), Houston ISD (25), Waller ISD (5)**Submitted For:** Charles Ned, Schools**Recommended Action:** Approve**Submitted By:****HCDE Goal(s):**

Denise Alamos

1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
5. Recruit high-quality professionals**Additional Resource Personnel:** Jonathan Parker, Dr. Charles Ned, Dr. Jesus Amezcua, Dr. Edna Johnson**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:**

**Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$995,700 with ABS West and the following district:** Aldine ISD for eight (8) in-county annual contracts in the amount of \$190,400 (\$23,800 each); Aristol Classic Academy for one (1) in-county annual contract in the amount of \$23,800 (\$23,800 each); El Campo ISD for one (1) out-of-county annual contract in the amount of \$27,500 (\$27,500 each); Houston ISD for twenty-five (25) in-county annual contracts in the amount of \$595,000 (\$23,800 each) for the contract period of 08/28/2023 through 06/03/2024; and Waller ISD for five (5) in-county annual contracts in the amount of \$119,000 (\$23,800 each) for the contract period of 08/01/2023 through 08/31/2024.

**Subject:**

**Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$995,700 with ABS West and the following district:** Aldine ISD for eight (8) in-county annual contracts in the amount of \$190,400 (\$23,800 each); Aristol Classic Academy for one (1) in-county annual contract in the amount of \$23,800 (\$23,800 each); El Campo ISD for one (1) out-of-county annual contract in the amount of \$27,500 (\$27,500 each); Houston ISD for twenty-five (25) in-county annual contracts in the amount of \$595,000 (\$23,800 each) for the contract period of 08/28/2023 through 06/03/2024; and Waller ISD for five (5) in-county annual contracts in the amount of \$119,000 (\$23,800 each) for the contract period of 08/01/2023 through 08/31/2024.

**Rationale:**

Entity	Description	Contract Period	Total
Aldine ISD	Annual Contract (8) In-County (\$23,800 each)	08/28/2023 - 06/3/2024	\$190,400
Aristol Classic Academy	Annual Contract (1) In-County (\$23,800 each)	08/28/2023 - 06/3/2024	\$23,800
El Campo ISD	Annual Contract (1) Out of-County (\$27,500 each)	08/28/2023 - 06/3/2024	\$27,500
Houston ISD	Annual Contract (25) In-County (\$23,800 each)	08/28/2023 - 06/3/2024	\$595,500
Waller ISD	Annual Contract (5) In-County (\$23,800 each)	08/01/2023 - 8/31/2024	\$119,000
<b>Aggregate Amount</b>			<b>\$955,700</b>

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**Fiscal Impact****Included in FY budget Y/N:** Y**Included in current budget amendment Y/N:** N

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**Attachments**

FY24 ABSW Annual Contract-Aldine ISD-8 \$190,400 BA9.20.23

FY24 ABSW Annual Contract-El Campo ISD-1 \$27,500 BA9.20.23  
FY24 ABSW Annual Contract-Waller ISD-5 \$119,000 BA9.20.23  
FY24 ABSW Annual Contract-Aristoi Classical Academy  
FY24 ABSW Annual Contract-Houston ISD

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Form Review		
Inbox	Reviewed By	Date
Purchasing	Yaritza Roman	08/31/2023 12:43 PM
Purchasing Director	Edna Johnson	09/01/2023 02:02 PM
Assistant Superintendent - Business	Jesus Amezcua	09/05/2023 06:57 PM
Form Started By: Denise Alamos		Started On: 08/28/2023 11:59 AM
Final Approval Date: 09/05/2023		



# PURCHASE ORDER

Date: 08/22/23

PO Number

Page: 1

**24002252**

Send Invoice To	Accounts Payable 2520 WW Thorne Blvd Houston, TX 77073
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Project Requisition

103128  
**TO:** HARRIS COUNTY DEPT OF EDUCATION  
6300 IRVINGTON BLVD  
HOUSTON, TX 77022

**SHIP TO:** SPED  
15010 Aldine Westfield Road  
Houston, TX 77032

713-694-6300

Line No.	Quantity	Unit	Vendor Stock #	Description	Unit Price	Total Amount
1	1.0			HCDE provides services Adaptive Behavior/Life Skills to eligible students with disabilities who reside in Aldine.  FAST Contract 2023-1013 PURCH 1819-5A Start Date: 08/28/2023 End Date: 06/03/2024	190,400.0000	190,400.00
<b>BID REFERENCE:</b>					PAGE TOTAL \$	190,400.00
					TOTAL \$	190,400.00

PO Handling Instructions

**FOR AISD USE ONLY**

Req. Date:

## TERMS AND CONDITIONS

- In addition to terms and conditions stated herein, terms and conditions in the 'BID REFERENCE' apply are incorporated by reference.
- General Terms and Conditions will apply to purchases that do not have a BID REFERENCE
- Delivery based on F.O.B Destination - Prepay and Add, unless otherwise indicated. C.O.D. shipments are not accepted.
- The Purchase Order number must appear on all invoices, packing lists, cartons and correspondences.
- Aldine ISD (AISD) is not responsible for goods delivered or services performed without an authorized PO.
- Partial shipments will be accepted.
- Send PO questions to: [purchdept@aldineisd.org](mailto:purchdept@aldineisd.org)
- SEND INVOICE TO:  
Accounts Payable  
2520 W.W. Thorne Blvd., Houston, TX 77073  
[apinoicereceipts@aldineisd.org](mailto:apinoicereceipts@aldineisd.org)

APPROVED BY

CHIEF FINANCIAL OFFICER





**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) WEST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Aldine Independent School District**, ("AISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the AISD and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 28, 2023**, through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **eight (8) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the AISD.
2. **HCDE Responsibilities.**
  - a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS West in accordance with applicable law and during the days and times set forth by ABS West. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
  - b) HCDE agrees to furnish the AISD with a monthly statement of student(s) attendance. HCDE agrees to furnish AISD with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by AISD.
  - c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
  - d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the AISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the AISD.
3. **AISD's Responsibilities.**
  - a) AISD is responsible for providing transportation for the student(s) to and from ABS West. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of AISD and HCDE.
  - b) AISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS West. AISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by AISD during the term of this Contract. AISD shall provide copies of additional records, including AISD Records, as reasonably requested by HCDE.
  - c) AISD retains the responsibility to report AISD student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").
4. **Student Records; Confidentiality.**

For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and

“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and AISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which AISD would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in AISD’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) AISD is under HCDE’s direct control with respect to AISD’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under AISD’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within AISD and recommended for services as described herein. The ARD Committee of AISD has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the AISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the AISD on the implementation of the IEP at least once per semester. A member of the AISD special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS West.
- d) AISD agrees to invite an HCDE representative as a non-consensus member to any AISD ARD Committee meeting for AISD student(s) placed at ABS West pursuant to this Contract.
- e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in AISD and are considered students of AISD for all purposes. ISD remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that



any eligible **AISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **AISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **AISD** student placed at HCDE, **AISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **AISD** student and is in no way liable to the student, parent, or **AISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **AISD** agrees to pay HCDE a total amount of **\$190,400**. Total amount is calculated by multiplying the number of units times the annual in-county tuition rate (**\$23,800**).

HCDE will invoice **AISD** and payment will be due immediately upon receipt of invoice. **AISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

If applicable, in consideration of Extended School Year Services (ESY) provided, **AISD** agrees to pay HCDE in the following manner:

- \$6,000 in-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **AISD** makes a payment to HCDE with a credit card, **AISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
  - b) **AISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
  - c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
  - d) The source of funding for this contract will be from **AISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **AISD Liaison.** **AISD** shall appoint a qualified liaison to communicate on behalf of **AISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS West programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **AISD** liaison shall make best efforts to assist ABS West representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **AISD** employees and student(s)'s parents/guardians, as necessary.

11. **Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **AISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **AISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS West at the time of termination or expiration of this Contract will return to **AISD**. All Student Records maintained by HCDE during the duration of providing services to the

student will be provided to **AISD** within ten (10) business days following the date of termination or expiration, at the written request of **AISD**.

12. **Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **AISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS West, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
13. **Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
14. **Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

HCDE  
Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**AISD**  
Attention: LaToya Goffney, Superintendent  
2520 W.W. Thorne Blvd.  
Houston, TX 77073

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

15. **Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
16. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
17. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
18. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **AISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **AISD** agrees that HCDE has no responsibility for any conduct of **AISD** or **AISD's** employees, agents, representatives, contractors, or subcontractors.

19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
20. **Force Majeure.** Neither HCDE nor AISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and AISD .

  
\_\_\_\_\_  
District School Superintendent/Designee  
Stan Osborne, Chief Financial Officer

8-23-2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Harris County School Superintendent

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060200132 57250000 ABS West





## DISTRICT SIGNATURE ATTACHMENT

**Routing #:** 2023-1013

Tracy Bailey  
Sped Annex

### **Contractor**

Harris County Department of Education

---

(same name as Contractor executed contract)

### **Services**

HCDE provides services Adaptive Behavior/Life Skills to eligible students with disabilities who reside in Aldine.

---

(same description as Contractor executed contract)

Contractor Start Date: 8/28/2023

### **AGREED:**

Aldine Independent School District  
Signature:

A handwritten signature in black ink, appearing to read 'Stanley Osborne', is written over a vertical line.

Name: Stanley Osborne  
Title: Chief Financial Officer (CFO)  
Date: 8/22/2023

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) WEST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **El Campo Independent School District**, ("ECISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the **ECISD** and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 28, 2023**, through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **one (1) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **ECISD**.

2. **HCDE Responsibilities.**

- a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS West in accordance with applicable law and during the days and times set forth by ABS West. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
- b) HCDE agrees to furnish the **ECISD** with a monthly statement of student(s) attendance.
- c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
- d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **ECISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **ECISD**.

3. **ECISD's Responsibilities.**

- a) **ECISD** is responsible for providing transportation for the student(s) to and from ABS West. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **ECISD** and HCDE.
- b) **ECISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS West. **ECISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **ECISD** during the term of this Contract. **ECISD** shall provide copies of additional records, including **ECISD** Records, as reasonably requested by HCDE.
- c) **ECISD** retains the responsibility to report **ECISD** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

4. **Student Records; Confidentiality.**

For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).



Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **ECISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **ECISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **ECISD**'s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **ECISD** is under HCDE's direct control with respect to **ECISD**'s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **ECISD**'s direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within **ECISD** and recommended for services as described herein. The ARD Committee of **ECISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **ECISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **ECISD** on the implementation of the IEP at least once per semester. A member of the **ECISD** special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS West.
- d) **ECISD** agrees to invite an HCDE representative as a non-consensus member to any **ECISD** ARD Committee meeting for **ECISD** student(s) placed at ABS West pursuant to this Contract.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **ECISD** and are considered students of **ECISD** for all purposes. ISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible **ECISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **ECISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **ECISD** student placed at HCDE, **ECISD** recognizes and



acknowledges that HCDE is not the LEA or Recipient for the **ECISD** student and is in no way liable to the student, parent, or **ECISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **ECISD** agrees to pay HCDE a total amount of **\$27,500**. Total amount is calculated by multiplying the number of units times the annual out-of-county tuition rate (**\$27.500**).

HCDE will invoice **ECISD** and payment will be due immediately upon receipt of invoice. **ECISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

If applicable, in consideration of Extended School Year Services (ESY) provided, **ECISD** agrees to pay HCDE in the following manner:

- \$6,700 out-of-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **ECISD** makes a payment to HCDE with a credit card, **ECISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
  - b) **ECISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
  - c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
  - d) The source of funding for this contract will be from **ECISD** \_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **ECISD Liaison.** **ECISD** shall appoint a qualified liaison to communicate on behalf of **ECISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS West programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **ECISD** liaison shall make best efforts to assist ABS West representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **ECISD** employees and student(s)'s parents/guardians, as necessary.

11. **Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **ECISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **ECISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS West at the time of termination or expiration of this Contract will return to **ECISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **ECISD** within ten (10) business days following the date of termination or expiration, at the written request of **ECISD**.

12. **Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **ECISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS West, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide



occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

- 13. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 14. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

HCDE  
Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

ECISD  
Attention:  
Bob Callaghan, Superintendent  
700 West Norris  
El Campo, TX 77437


Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

- 15. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 16. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- 17. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 18. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **ECISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **ECISD** agrees that **HCDE** has no responsibility for any conduct of **ECISD** or **ECISD's** employees, agents, representatives, contractors, or subcontractors.
- 19. Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
- 20. Force Majeure.** Neither **HCDE** nor **ECISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or



indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

- 21. Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- 22. Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
- 23. Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 24. Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and ECISD.

 Superintendent  
\_\_\_\_\_  
District School Superintendent/Designee

July 26, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060200132 57250001 ABS West

## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR WALLER INDEPENDENT SCHOOL DISTRICT

This Agreement for Independent Contractor Services ("Agreement") is made and entered into on this 21st day of June, 2023, by and between Waller Independent School District ("District"), located in Waller, Texas 77484, and Harris County Dept of Education-ABS West ("Independent Contractor"), located in 6300 Irvington Blvd, Houston, TX 77022, for Independent Contractor to provide services to the District, in accordance with the terms and conditions specified herein.

### Recitals

The District is a political subdivision of the State of Texas, established to promote education in Waller, Texas. Both the District and Independent Contractor desire to set forth in writing the terms and conditions of their agreement for the Independent Contractor to provide certain services to the District, which services are in support of the District's educational objectives. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Purpose.** The District agrees to retain Independent Contractor and Independent Contractor agrees to provide services to the District as Independent Contractor and to perform the duties and provide all necessary labor and resources needed to provide the services set forth in Paragraph 2 – Scope of Work. Independent Contractor shall also perform such other related services and duties as are customarily performed by an Independent Contractor in a similar position.

2. **Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter "Services") Independent Contractor agrees to provide, as needed and authorized in writing by the District.

3. **Term.** This Agreement is for services beginning August 1, 2023 and ending August 31, 2024 ("Term"), unless terminated as provided herein. All extensions of this Agreement shall be subject to the terms and conditions specified herein. This Agreement may be extended by mutual written consent of the parties, contingent upon approval of the District's Board of Trustees, as may be required.

4. **Compensation.** The District will pay Independent Contractor an amount not to exceed \$ 119,000 per completion, for Services provided in Exhibit A. The District shall not reimburse Independent Contractor for mileage expenses. Independent Contractor will invoice the District periodically throughout the Term of the Agreement in accordance with Section 7 of this Agreement. The District is Texas sales and use tax exempt and will not reimburse Independent Contractor for any Texas sales taxes incurred by Independent Contractor. In the event that any payment(s) to Independent Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that the District is required to refund any funding received from a state or federal grant awarding agency relating to Independent Contractor's work, to the maximum extent permitted by applicable law, Independent Contractor shall repay to the District, on demand, the amount of any such disallowed costs and/or refund(s). The District may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Independent Contractor under this Agreement.

5. **Review of Progress.** Independent Contractor will work diligently to meet all timelines mutually established by Independent Contractor and the District. The District reserves the right to monitor the progress of Independent Contractor. Upon request by the District, Independent Contractor shall provide periodic status reports to the District with approximate timelines for completion of the Services, and other information reasonably requested by the District.

6. **Inspection and Acceptance of Service.** The District reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, the District may elect, in the District's sole discretion, to: (i) require Independent Contractor to perform the Services again in conformity with such requirements, with no additional charge to the District; or (ii) equitably reduce payment due Independent Contractor to reflect the reduced value of the Services

performed. These remedies do not limit other remedies available to the District in this Agreement or otherwise available by law.

7. **Billing and Payment/ Invoices.** Independent Contractor shall submit original invoices to the District, as statements of services rendered. Independent Contractor shall submit invoices within a timely manner during the District's fiscal year in which the good(s) and/or services are purchased. The invoices shall include the following: date of invoice, billing period, dates of service, list of services provided daily including dates and amount of time spent performing each service, detailed descriptions of the services provided on each of the dates listed including location where services were provided, invoice number, contact information, deliverables under the Agreement, and certification of service provided through a signature by a district representative. Invoices shall be mailed to the District at the following address:

Waller ISD  
Attn: Accounts Payable Department  
2214 Waller Street Waller, TX 77484

Independent Contractor is required to submit to the District a completed Vendor Packet, including IRS Form W-9 for the current tax year, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and other forms required by the District, before payment is rendered. Payment to Independent Contractor shall be made only after Services are performed and not before. Advance payment to Independent Contractor is strictly prohibited.

In accordance with Texas Government Code § 2251.021, payments are due to Independent Contractor within forty-five (45) days after the later of the following: (1) the date the District receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the District receives an invoice for the goods or service. Independent Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from the District not later than the tenth (10th) day after the date Independent Contractor receives the payment from the District. Independent Contractor shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to Independent Contractors' subcontractors and/or employees, if any. The exceptions to payments made by the District and/or Independent Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement. Invoices received more than 60 days after the date the work was performed will not be paid by the District.

Failure to send the invoices to the Accounts Payable Department will delay payment. Independent Contractor certifies that no work has been performed before the Effective Date of this Agreement (as hereinafter defined). Invoices submitted by Independent Contractor for work performed prior to the Effective Date of the Agreement (as hereinafter defined) may not be honored by the District, in the District's sole discretion. The District may purchase services from the Independent Contractor through the District's Purchasing Manager using the District's purchase order process; this Agreement shall govern all conditions and service terms between Independent Contractor and the District. In the event that Independent Contractor's personnel begin work before Independent Contractor receives a valid purchase order and/or the signing of this Agreement, Independent Contractor agrees that the District is not liable for payment of such services rendered.

In addition to all other rights and remedies that the District may have, the District shall have the right to setoff, against any and all amounts due to Independent Contractor by the District, whether due under this Agreement or any other agreement between the District (including any division of the District) and Independent Contractor, any sums to which the District is entitled under this Agreement, as determined by the District in its sole discretion, including, without limitation, sums due by Independent Contractor to the District as a result of indemnification obligations and/or warranty claims.

8. **Independent Contractor Status.** It is the intention of the parties that Independent Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and either Independent Contractor or any employee or agent of Independent Contractor, nor shall anything in this Agreement be construed as creating or establishing a joint venture or business partnership between the District and either Independent Contractor or any employee or agent of Independent Contractor. Independent Contractor is not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees. The District and Independent Contractor agree that neither Independent Contractor nor Independent Contractors

subcontractors, agents, or employees shall be covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' compensation insurance policies. Independent Contractor agrees that the District has no responsibility for any conduct of any of Independent Contractor's staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. Independent Contractor assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, Independent Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Independent Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the District hereunder and Independent Contractor shall indemnify and hold the District harmless in this regard. Independent Contractor will be free to contract for similar services to be performed for other entities while Independent Contractor is under contract with the District.

9. ***Compliance with Applicable Law and District Rules, Regulations, and Requirements.*** Independent Contractor agrees to comply and certifies compliance with all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Independent Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the District's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 C.F.R. Part 200," which is incorporated by reference herein. Independent Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the District's Vendor Packet completed by Independent Contractor, which is incorporated by reference herein. Further, Independent Contractor agrees to and shall comply with all rules, regulations, and requirements of the District and the school campus(es) on which any Services are to be performed.

10. ***Subcontractors.*** If the District gives written permission for Independent Contractor to subcontract any of the Services, Independent Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Independent Contractor shall require each subcontractor to maintain and to furnish Independent Contractor with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which Independent Contractor deems reasonably adequate. Independent Contractor shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

11. ***Liability.*** Independent Contractor shall take all precautions necessary for the safety of and prevention of damage to the District's property and for the safety of and prevention of injury to persons, including the District's employees and students, Independent Contractor's employees, and third parties (including but not limited to guests, invitees, and the like), on the District's property. All Services are performed entirely at Independent Contractor's risk.

12. **INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEPENDENT CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, OR INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"). INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE DISTRICT, WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY INDEPENDENT CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.**

13. ***Insurance.*** Each party shall, at its own cost and expense, maintain insurance coverage as required by applicable law and/or as reasonably appropriate for the activities it conducts and the risks it assumes.

14. ***Warranties.*** All goods and/or services provided by Independent Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one



(1) year upon the later of the District's acceptance of the product and/or service or payment of the applicable invoice. Independent Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the District. In addition, Independent Contractor warrants that all goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Independent Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation.

15. ***Educational Records.*** Independent Contractor agrees that Independent Contractor and its employees, agents, and/or representatives may receive access to student information for certain students of the District, pursuant to this Agreement. Independent Contractor shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. Independent Contractor understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and Independent Contractor agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, Independent Contractor must protect the confidentiality of District student records and shall not release any information without written consent from the District student's parent/guardian or eligible student unless required to do so by applicable law. Independent Contractor further acknowledges that to the extent Independent Contractor, including but not limited to, Independent Contractor's staff, employees, and/or representatives, receives confidential District student information during the performance of duties under this Agreement, Independent Contractor is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. Independent Contractor shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum in the event confidential student information is to be shared, as required by applicable law. Independent Contractor and its employees/representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). Independent Contractor shall immediately provide notice to the District of any violation of the terms of this paragraph.

Independent Contractor agrees that the District's student data, including but not limited to documents and information concerning any individual student (hereinafter "District student data"), is to be held in strictest confidence and assures that procedures are in place for safeguarding, monitoring, and protecting the confidentiality of District student data. Independent Contractor shall keep all media containing District student data in a secure area. In addition, Independent Contractor agrees that any data sets or output reports generated by its employees, agents, and/or representatives with District student data are confidential. Independent Contractor shall not disclose to any unauthorized person any data sets or reports with District student data. Independent Contractor agrees to monitor and be responsible for any access to District student data by tracking access through the use of password(s). Independent Contractor shall provide the District immediate notice of any security and/or data breaches and shall comply with any and all requirements to notify users of such security and/or data breaches as required by federal law or the laws of the state of Texas. The District or its designee shall have access to all education records and other documents in the possession of Independent Contractor concerning students served by the District for purposes of monitoring student progress, conducting evaluations, and making reports.

Upon termination of this Agreement for any reason, Independent Contractor shall return to the District within ten (10) calendar days all District student data delivered to or collected by the Independent Contractor during the course of this Agreement, together with the Independent Contractor's written certification that all copies of the District student data stored by the Independent Contractor or in the Independent Contractor's possession (including but not limited to on servers, backup servers, backup media, or other media including paper copies) have been returned to the District, and/or permanently erased or destroyed using industry best practices to assure complete destruction.

Independent Contractor shall be responsible for ensuring compliance with the obligations of this section by each of its employees, agents, representatives, and subcontractors providing services pursuant to this Agreement, including but not limited to informing those persons and entities of these obligations and exercising adequate supervision and oversight over said persons and entities to ensure their compliance. Independent Contractor shall be solely responsible for any breach



of the obligations of this section by any of its employees, agents, representatives, or subcontractors.

16. **Confidential Data of the District.** In the course of performing duties under this Agreement, Independent Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the District and employees of the District. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the District, either during the Term of this Agreement or after such Term.

Independent Contractor acknowledges that the District would be irreparably injured if Independent Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Independent Contractor's own purposes or benefit and that money damages would not compensate the District for such irreparable injury.

17. **Records Requests.** The Parties acknowledge that the District is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon the written request of the District, Independent Contractor will promptly provide specified contracting information exchanged or created under this Agreement. Independent Contractor waives any claim against and releases from liability the District, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either Party and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

Independent Contractor shall immediately notify the District if Independent Contractor receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by Independent Contractor on behalf of the District pursuant to this Agreement. Independent Contractor shall provide a copy of such request to the District, unless otherwise prohibited by law.

18. **General.**

- a. **Termination.** Either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) calendar days' written notice to the other party. In the event of termination by Independent Contractor, the effective date of termination will be the day after the end of the District school year during which the 30-day period expires, unless otherwise mutually agreed by the parties in writing. In the event of such early termination, the District will make payment only for services rendered through the effective date of the Agreement's termination. The District will be responsible for payment for only those Services that have been accepted by the District up to the termination date. The District is entitled to a pro-rata refund for any Services for which the District has paid but which have not yet been provided by Independent Contractor or accepted by the District. Upon breach of this Agreement by the District, Independent Contractor may terminate this Agreement by giving thirty (30) days' advance written notice to the District, with the District having the right to cure the breach within such notice period. The District may, by written notice, immediately terminate this Agreement if Independent Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, the District may obtain comparable services elsewhere and either deduct the costs of obtaining such services from any amount owed Independent Contractor or Independent Contractor shall reimburse the District for such costs incurred by the District. In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the Independent Contractor, the District shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.
- b. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- c. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

- d. **Authorized Signatory.** By signing this Agreement, the undersigned representative for Independent Contractor represents and warrants that s/he has authority to enter into this Agreement on behalf of Independent Contractor.
- e. **No Waiver of Immunity.** The execution of this Agreement and the performance by the District of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the District shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the District, its trustees, officers, employees, or agents under federal or Texas laws.
- f. **No Waiver of Breach.** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- g. **Non-Discrimination.** Independent Contractor will not discriminate because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.
- h. **Entire Agreement.** This Agreement, including any attached and incorporated addenda, exhibits, attachments, and documents/forms; the procurement solicitation issued by the District (RFP # \_\_\_\_\_), hereinafter "RFP"; Independent Contractor's proposal submitted in response to the District's RFP; and the Independent Contractor's completed District Vendor Packet (including all certifications therein) contain the entire agreement of the parties relative to the purpose(s) of this Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement. In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) the terms and conditions of this Agreement; (2) addenda, exhibits, attachments, and documents/forms attached to this Agreement; (3) the Independent Contractor's completed District Vendor Packet; (4) the RFP; (5) the Independent Contractor's proposal submitted in response to the District's RFP. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, Independent Contractor contracts, Independent Contractor terms of use, or similar commercial documents relating hereto and which may be issued by Independent Contractor after the Effective Date of this Agreement (as hereinafter defined).
- i. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.
- j. **Changes and Amendments.** During the Term of the Agreement, the District reserves the right to make changes to the Services the Independent Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement.
- k. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.
- l. **Attorneys' Fees.** The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.
- m. **Non-appropriation of Funds.** The Term of this Agreement is a commitment of the District's current revenue only. Notwithstanding anything to the contrary in this Agreement, the District is obligated to make payments only as approved each year by the District's Board of Trustees. The District's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of the District. To the extent that the District will use federal grant funds to fulfill its obligations under this Agreement, Independent Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the District from the awarding agency. As such, if the District does not receive sufficient funding for the services provided in this Agreement, the District may terminate this Agreement without penalty or further obligation to Independent Contractor, at any time upon written notice to Independent Contractor.

- n. **Criminal History Certification.** Independent Contractor shall complete the “Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees” form regarding the criminal history of covered employees, which is incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement.
- o. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Waller County, Texas.
- p. **Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by Independent Contractor without the prior written acknowledgement and authorization of the District.
- q. **Non-Exclusivity.** Nothing in this Agreement may be construed to imply that Independent Contractor has the exclusive right to provide the District Services. During the Term of this Agreement, the District reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Independent Contractor. In addition, nothing in this Agreement may be construed to require that the District purchase any specific amount, quantity, or quota of services from Independent Contractor.
- r. **Performance.** Independent Contractor represents and warrants that Independent Contractor has the experience, qualifications, licenses, and certifications required to provide the Services. Further, Independent Contractor agrees that Independent Contractor’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the District. If Independent Contractor is unable to complete the work in this manner based on the mutually agreed upon timeline, Independent Contractor shall notify the District’s Purchasing Manager in writing.
- s. **Intellectual Property.** Independent Contractor represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.
- t. **Ownership of Work Product.** All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Independent Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of the District, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Independent Contractor shall deliver all such materials to the District upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by the District for use by Independent Contractor in connection with the Services performed under this Agreement will remain the District’s property. Any pre-existing programs, data, or other materials furnished and owned by Independent Contractor for use by Independent Contractor in connection with the Services performed under this Agreement will remain Independent Contractor’s property.
- u. **Professional Services.** This Agreement (check applicable box) ☐ is / ☒ is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV’T CODE Chp. 2254. Independent Contractor represents and warrants that Independent Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Independent Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.
- v. **Conflict of Interest.** During the Term of Independent Contractor’s service to the District, Independent Contractor shall not, directly or indirectly, whether for Independent Contractor’s own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by the District.
- w. **Force Majeure.** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. Due to the current and ongoing COVID-19 pandemic, the safety and health of all involved are of the utmost concern to the parties. As such, the parties may mutually agree, in writing, to: conduct any in-person activities contemplated by this Agreement virtually, reschedule any such activities, and/or issue a refund for activities that are not able to be rescheduled.
- x. **Indebtedness.** Independent Contractor represents that to the best of its knowledge it is not indebted to the District. Indebtedness to the District may be grounds for termination of this Agreement.
- y. **Non-Collusion.** The undersigned affirms that Independent Contractor has not prepared its submission in collusion with any other company, corporation, firm, partnership or individual, and that the contents of Independent Contractor’s submission as to prices, terms or conditions of said submission have not been

communicated by the undersigned nor by any employee or agent of Independent Contractor to any other person engaged in this type of business prior to the official opening of Independent Contractor's submission.

In witness whereof, the District and Independent Contractor have executed this Agreement to be effective as of the date of the last signature below ("Effective Date").

Notice to Independent Contractor: Any change(s) made to the provisions above will nullify this Agreement.

Agreed to by Independent Contractor: Harris County Dept of Education  
Date: Jul 14, 2023 Signature: Jesus Amezcua for James Colbert Jr.  
Jesus Amezcua for James Colbert Jr. (Jul 14, 2023 08:12 CDT)  
Printed Name: Jesus Amezcua for James Colbert Jr.  
Title: Asst Supt for Business  
Address: 6300 Irvington Blvd, Houston, TX 77022

Agreed to by the District: WALLER INDEPENDENT SCHOOL DISTRICT  
Date: 8/9/2023 Signature: [Signature]  
Printed Name: Kelly Baehner  
Title: Chief Academic Officer

**FINANCIAL CODING – WALLER ISD**

Purchase Order Number: \_\_\_\_\_  
Special Revenue? ☐ Yes ☒ No Grant Manager: Kirsten Omelan  
Budget Number: 199.E.11.6229.TU.999 0 23 523



## **Exhibit A**

### **Scope of Work**

**Services to be provided by Independent Contractor to WISD, including:**

- **Individual(s) providing services: Name, title, and phone number**
- **Specific description of services to be provided, including any deliverables and/or objectives**
- **Location: Name of WISD campus, room number, etc.**
- **Schedule of services: Date(s), time(s), number of hours, any applicable deadlines, etc.**

HCDE will provide facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to student(s) for the 2023-2024 school year, at a rate not to exceed \$119,000 at completion.

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) WEST**

**2023-24 SCHOOL YEAR CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, **Harris County Department of Education** ("**HCDE**") and the **Aristoi Classical Academy, Inc.**, charter holder ("**ACAI**") for Aristoi Classical Academy, a Texas open enrollment school ("**School**") hereby enter into an Interlocal Agreement for Specialized Services at the Academic Behavior School ("**ABS**") West ("**Contract**") as of August 23, 2023 ("**Effective Date**") for the purpose of providing educational and related services for eligible student(s) with disabilities of the ACAI and to state the terms, rights and duties of the Parties. As used herein, the term "Party" shall mean HCDE or ACAI individually and the term "Parties" shall mean HCDE and ACAI collectively.

1. **Term.** This Contract commences on **August 28, 2023** ("**Commencement Date**") and expires on **June 3, 2024** ("**Expiration Date**") unless terminated earlier as set forth herein. As used herein, the term "Term" shall mean the time period between the Commencement Date and the earlier of the Expiration Date or the effective date of termination.
2. **HCDE Responsibilities.**
  - a) During said Term, HCDE agrees to and shall provide services described herein for **one (1) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("**Student(s)**") who are enrolled as student(s) of the School. In performing the services required of HCDE hereunder, HCDE agrees to and shall provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the Student(s) placed at ABS West in accordance with Applicable Law (as hereinafter defined) and during the HCDE School Days and other days and times set forth by ABS West and agreed by ACAI. For purposes of this Contract, the term "**HCDE School Days**" shall mean the days HCDE shall provide required instruction and services for the number of days required by and in accordance with Applicable Law. ACAI with a calendar of the HCDE School Days prior to the Commencement Date. HCDE may perform the services contracted for herein by using its own employees or independent contractors. Although ACAI shall not be responsible for the oversight of any person providing services hereunder or for the payment of wages, benefits, or any other employment-related matter, if ACAI determines, in its reasonable discretion, that the person providing the educational instruction and special education services in accordance with or required by Applicable Law, ACAI has the right to require HCDE to provide an alternative person to provide such services.
  - b) HCDE shall furnish the ACAI with a monthly statement of student(s) attendance sufficient for ACAI to include the student on its PEIMS (as hereinafter defined) reports. HCDE shall furnish ACAI with documentation of any restraints required and permitted

by Applicable Law within two (2) HCDE School Days. HCDE will provide documentation of restraint procedures upon request by ACAI.

c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.

d) HCDE shall maintain necessary records and accounts in order to assure that funds received from the ACAI have been expended for the services described herein and sufficient for ACAI to complete all reports required of HCDE by Applicable Law, including, without limitation, PEIMS reporting. HCDE agrees to provide these records and other information as may be required by the ACAI.

e) If HCDE is unable to provide the services, records, or undertake and perform any of the obligations of HCDE under this Contract, if HCDE fails to provide the necessary specialized facilities and certified personnel, the ACAI, at its election (a) may terminate services until such time as HCDE can provide the necessary specialized services and records; or (b) terminate this Contract. In the event that this Contract is terminated, upon the effective date of termination, HCDE shall refund to ACAI that portion of the Fee that ACAI has paid that is attributable to the remaining number of days in the Contract and neither Party shall have any further rights or obligations under this Contract except those that survive expiration or termination of the Contract.

**3. ACAI's Responsibilities.**

a) ACAI is responsible for providing transportation for the student(s) to and from ABS West. Location of pick-up and drop-off points and time of service will be mutually determined and agreed upon by representatives of ACAI and HCDE.

b) To the extent that such records, documents, and information is in ACAI's custody and control, ACAI shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) Business Days (as hereinafter defined) prior to student(s)'s first day of attendance at ABS West. ACAI agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by ACAI during the Term of this Contract to the extent required by HCDE to provide services and to the extent permitted by Applicable Law. ACAI shall provide copies of additional records, including ACAI records, as reasonably requested by HCDE to the extent required by HCDE to provide services and to the extent permitted by Applicable Law.

c) ACAI retains the responsibility to report ACAI student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS") and is solely entitled to the funding associated with the Student(s).

**4. For purposes of this Contract, the term "Applicable Law" or "Applicable Laws" shall mean all applicable existing and future federal, state, local laws, and ordinances, implementing regulations, executive orders, rules, regulations, interpreting authorities,**

and requirements of agencies, commissions, departments, and boards, including, without limitation, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Non-segregated Facilities (41 CFR 60-1); Fair Labor Standards Act; Section 504 of the Rehabilitation Act of 1973 (“Section 504”); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act; the Family Educational Rights and Privacy Act of 1974 (“FERPA”); the Protection of Pupil Rights Amendment (“PPRA”); Children’s Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501-6506 (“COPPA”); Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq; the Americans with Disabilities (“ADA”) and the Texas Elimination of Architectural Barriers laws, rules, and regulations; the Texas constitution; Texas Labor and Employment Code, including, without limitation, statutes pertaining to Worker’s Compensation insurance; the Texas Education Code to the extent applicable to charter schools, including, without limitation, Chapter 12 (Subchapter D and all provisions that apply to the subject matter of this Contract), the requirement under Section 21.006 to report an educator’s misconduct, Chapter 22 (Subchapter B as it relates to immunity and Subchapter C as related to criminal history background checks), reading instruments and accelerated reading instruction under Section 28.006, high school graduation requirements under Section 28.025, special education programs under Subchapter A, Chapter 29, extracurricular programs under Section 33.081, applicable portions of Chapter 37 (discipline and bullying prevention), Chapter 38 (health and safety), Chapter 38 (health and safety), Chapter 39 (accountability), and other provisions applicable to the education of a student by a Texas charter school; the Texas Identity Theft Enforcement and Protection Act under Chapter 521 of the Texas Business and Commerce Code (“TITEPA”); the Texas Government Code, to the extent it applies to charter schools and the subject matter of this Contract, including, without limitation Chapter 551 (Open Meetings), Chapter 552 (“Texas Public Information Act” or “TPIA”), Chapter 573 (Nepotism), and Chapter 2251 (“Prompt Pay Act”); Texas Labor Code; Texas Health and Safety Code; the record retention laws and conflicts of interest laws under the Texas Local Government Code; Texas Local Government Code, Chapter 271, Subchapter I; the Texas Administrative Code, to the extent that it applies to a charter schools, including, without limitation, Chapter 100, the Texas Essential Knowledge and Skills (“TEKS”), and the Texas Education Agency (“TEA”) Attendance Handbook; any other laws, rules, and guidelines applicable to the subject matter of this Contract; any amendments, interpretations, and reauthorizations of the foregoing; and TEA guidance, requirements, policies, and rules to the extent that they apply to the provision of instruction to a charter school student and charter school operation; and the laws, rules, regulations, ordinances, building codes, and other authorities relating to the services provided by of the provision of facilities by HCDE.

**5. Student Records; Confidentiality.**

For purposes of this Contract, the term “Student Records” shall be defined as student information including personal identifiers such as name, address, phone number, date of



birth, Social Security number, and student identification number, and any student information protected by law, including “personally identifiable information” and student “education records” as those terms are defined by FERPA; “personal information” as that term is defined in the COPPA; “personal information” as that term is defined in the PPRA; “personally identifiable information” as that term is defined in the IDEA; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to the extent within ACAI’s custody and control and to the extent applicable to the services provided by HCDE under this Contract; and “personal identifying information” and “sensitive personal information” as defined under the TITEPA. Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by Applicable Law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). Each Party agrees to comply with the requirements of the FERPA, COPPA, PPRA, HIPAA, AND TITEPA and their implementing regulations and shall provide all safeguards for the protection of the confidentiality of student and parent data. HCDE and ACAI expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which ACAI would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in ACAI’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) ACAI is under HCDE’s direct control with respect to ACAI’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under ACAI’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by Applicable Law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and TITEPA.

**6. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**7. Collaboration.**

Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the Student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

8. **Cooperation in Third Party Requests.** In the event that the TEA or other governmental agency having authority over the services provided hereunder requests information or investigates any portion of the services provided by HCDE, HCDE shall cooperate with ACAI in responding to such inquiry or investigation. The obligations of the Parties under this Section 8 survive the Expiration Date or earlier termination of this Contract.
9. **Special Education Services.**
- a) Special education Student(s) served under this Contract have been placed by the Admissions Review and Dismissal (“ARD”) Committee of the School and recommended for services as described herein. The ARD Committee of ACAI has affirmed the classification and approved the recommendation of such contracted services. In providing services, HCDE shall follow and implement the Student(s)’s Individualized Education Plan (“IEP”).
  - b) HCDE will be available for participation with the ACAI ARD process, including, without limitation, the development of the IEP or changes to the IEP. HCDE will update ACAI on the implementation of the IEP at least once per semester. A member of the ACAI special education personnel will monitor, assess and evaluate the Student(s)’s progress as established by the IEP, including at least one on-site visit annually.
  - c) HCDE will follow the IDEA and other Applicable Laws when considering dismissal and/or expulsion of a qualified special education Student(s) from ABS West.
  - d) ACAI agrees to invite an HCDE representative as a non-consensus member to any ACAI ARD Committee meeting for ACAI Student(s) placed at ABS West pursuant to this Contract.
  - e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.
10. **Local Education Agency.**
- Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in ACAI and are considered students of ACAI for all purposes. ACAI remains the local education agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504, and solely retains the obligation to provide and to ensure that any eligible ACAI student is provided a free appropriate public education (“FAPE”) while receiving services from HCDE. ACAI retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other Applicable Law regarding an ACAI student placed at HCDE, ACAI recognizes and acknowledges that HCDE is not the LEA or Recipient for the ACAI student and is in no way liable to the student, parent, or ACAI under the IDEA, Section 504, or other Applicable Law. In the event that ACAI or any state or other

governmental agency or agency with authority over the provision of special education services under the IDEA or Section 504 determines that the services provided for a Student(s) being served under this Contract has not been in accordance with Applicable Law, ACAI shall have the right to (a) suspend payments to HCDE until such time as the services are in compliance with Applicable Law; or (b) terminate this Contract. In the event that ACAI terminates the Contract under this Section 10, HCDE shall refund to ACAI that portion of the Fee that ACAI has paid that is attributable to the remaining number of days in the Contract and neither Party shall have any further rights or obligations under this Contract except those that survive expiration or termination of this Contract.

#### **11. Invoices and Payment.**

In consideration of and conditioned on the satisfactory performance of HCDE in the provision of services provided herein, ACAI agrees to pay HCDE an amount not to exceed the annualized amount of **\$23,800.00** ("**Fee**"). The annualized Fee is calculated by multiplying the number of units received by ACAI times the annual HCDE **in-county** tuition rate.

HCDE will invoice ACAI and payment will be due within the time frame required under the Prompt Pay Act in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023** (subject to refund in the event of termination as set forth herein)
- 50% of annual total amount due will be invoiced in **January 2024** (subject to refund in the event of termination as set forth herein)

If applicable and such services are requested by ACAI in writing, in consideration of and conditioned upon the satisfactory performance of HCDE in the provision of Extended School Year Services ("**ESY**"), ACAI agrees to pay HCDE in the following manner:

- \$6,000 for the ESY period HCDE in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2024**.

a) In the event that ACAI makes a payment to HCDE with a credit card, ACAI agrees to pay to HCDE a three percent (3%) surcharge fee to cover applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

b) ACAI may sell unused units to another district upon obtaining HCDE's prior written consent.

c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.

d) The source of funding for this Contract will be from ACAI (federal, state or local) funds. The parents of the Students receiving services shall not be charged for the services

contracted under this Contract. The parents of the student(s) shall not be charged for the services contracted under this Contract.

**12. Liaisons.**

a) ACAI Liaison. ACAI shall appoint a qualified liaison to communicate on behalf of ACAI with HCDE representatives. The liaison shall be knowledgeable in no less than the Student(s)'s educational and disciplinary records; ABS West programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The ACAI liaison shall make best efforts to assist ABS West representatives in providing services to students, including, but not limited to, acquiring information regarding the Student(s), assessing best placement, and communicating with ACAI employees and Student(s)'s parents/guardians, as necessary.

b) HCDE Liaison. HCDE shall appoint a qualified liaison to communicate on behalf of HCDE with ACAI representatives. The liaison shall be knowledgeable in no less than the Student(s)'s educational and disciplinary records; ABS West programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The HCDE liaison shall make best efforts to communicate with and assist ACAI representatives in collaborating on and reporting regarding services provided to students, including, but not limited to, providing information regarding the Student(s), assessing and implementing best placement, and communicating with Student(s)'s parents/guardians, as necessary.

**13. Termination.**

a) In addition to other provisions regarding termination as set forth in this Contract, either Party shall have the right to terminate this Contract for convenience, effective at the end of a semester, or with at least thirty (30) calendar days prior written notice to other Party. In the event of termination under this Section 13(a), HCDE shall refund that portion of the Fee attributable to the remainder of the period for which the Fee has been paid and neither Party shall any further rights or obligations under this Contract.

b) Upon the effective date of termination or expiration of this Contract, Student(s) in attendance at ABS West at the time of termination or expiration of this Contract will return to ACAI. All Student Records maintained by HCDE during the duration of providing services to the Student(s) will be provided to ACAI within ten (10) Business Days following the Expiration Date or the effective date of termination. As used in this Contract, the term "Business Day" or "Business Days" shall mean any day that is (a) not Saturday or Sunday; and (b) not a public holiday as defined by Chapter 662 of the Texas Local Government Code or a holiday on the approved calendar of the governing board of either Party for closure of its administrative offices.

**14. Equal Opportunity.**

It is the policy of both Parties not to discriminate on the basis of race, color, national origin, gender, limited English proficiency, handicapping conditions, age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), national origin, religion, or ancestry in their programs and



employment. Breach of this covenant may be regarded as a material breach of this Contract.

**15. Assignment.**

Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

**16. Notice.**

All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below. Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) electronic transmission or mail if sent to the email address set forth below; or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) two Business Days after mailing as described in clauses (i) and (ii) above; (ii) on the date of personal delivery; or (iii) on the date of transmission of an email if on a Business Day during normal business hours (or, if not, the next succeeding Business Day). The addresses of the Parties for notices are as follows:

**HCDE**

Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

Email:

**ACAI**

Attention: Brenda Davidson, Superintendent  
5610 Morton Road, Katy, Texas 77493  
Email: [BDavidson@aristoicclassical.org](mailto:BDavidson@aristoicclassical.org)

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Section 16.

**17. Third Party Beneficiaries.**

Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

**18. Choice of Law and Venue.**

This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.

**19. Amendments and Waivers.**

Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.

**20. Separate Entities.**

There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. ACAI assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for the supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations for its employees. Likewise, HCDE assumes full responsibility for the actions of its personnel and any third parties performing services under this Contract or performing any services incident to this Contract and shall remain solely responsible for the supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations for its employees. Neither Party shall have any responsibility for any conduct of the other Party's employees, agents, representatives, contractors, or subcontractors.

**21. Authority.**

Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's governing board.

**22. Force Majeure.**

Neither HCDE nor ACAI shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from an event of Force Majeure. For purposes of this Contract, the term "Force Majeure" shall mean acts of God, industry wide strikes, lockouts or labor disputes that are not the result of a breach of any labor agreement by the affected Party; terrorist attacks (including biochemical attacks), sabotage and threats of sabotage, wars, and other similar acts; civil riots and disturbances, revolts, and insurrections; floods, hurricanes, tornadoes, earthquakes, and other severe weather conditions and natural phenomena; epidemics, pandemics, and other health care crises; transportation disasters, whether by ocean, rail, land, or air; acts or omissions of a governmental authority an governmental regulations, restrictions, controls, and failures thereof, including, without limitation, building closures, disaster declarations, emergencies, failure of government facilities and utility services, and other similar circumstances; fire or other casualty; and other causes beyond the reasonable control of the Party whose performance is affected.

**23. Severability.**

In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The failure of a Party to enforce any provision of this Contract or to require performance by other Party will not be deemed a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

**24. Contract Interpretation.**

The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

**25. Captions.**

The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

**26. Entire Agreement.**

This Contract contains and embraces the entire agreement between the Parties with respect to the subject matter herein, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the Parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and ACAI.

This Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one document; provided each of the Parties hereto executes at least one counterpart. A facsimile or other electronic signature to this Agreement shall be sufficient to prove the execution hereby by any Party. The Parties consent to the transmission of copies of this Agreement and any documents related to this Agreement by electronic means.

Executed by the Parties as of the Effective Date of August 23, 2023:

HARRIS COUNTY DEPARTMENT OF EDUCATION

By: \_\_\_\_\_  
James Colbert, Superintendent

ARISTOI CLASSICAL ACADEMY

By: \_\_\_\_\_  
Brenda Davidson, Superintendent

For HCDE Office use only: Revenue Account No. 19940060200132 57250000 **ABS WEST**

**RESIDENTIAL PLACEMENT SERVICES CONTRACT  
BETWEEN  
HOUSTON INDEPENDENT SCHOOL DISTRICT  
AND  
HARRIS COUNTY DEPARTMENT OF EDUCATION ABS WEST**

THIS SERVICES CONTRACT ("Contract") is made and entered into by and between the Houston Independent School District ("HISD" or "District"), 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, and **Harris County Department of Education ABS WEST** ("Provider" or "Vendor"), 6300 Irvington Blvd, Houston, Texas 77022-5618.

**WHEREAS**, HISD desires to hire Provider to perform services as outlined in the scope section in this Contract;

**WHEREAS**, HISD has determined that such services are in support of its educational objectives;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

**1. SERVICES TO BE PROVIDED BY PROVIDER (SCOPE OF WORK):**

Provider agrees to provide to HISD:

- The Provider shall ensure that the Texas Education Agency (TEA) approval status for non-public schools is maintained.
- The Provider shall provide all services specified in this Agreement along with any specialized facilities and personnel necessary to furnish educational/day placement services and related services for **Twenty-Five (25)** students with disabilities. All services specified in this Agreement shall be provided without charge to the parents, surrogates, guardians, or adult student(s).
- HISD and the Provider agree and understand that the parents of these students have voluntarily given their permission for the students to receive the services to be provided by this Agreement.
- The Provider shall maintain its records and accounts to assure a proper accounting to the HISD of all monies applicable to this Agreement. The Provider shall compile and furnish quarterly reports and other evaluative information as required by HISD and Texas Education Agency in order to comply with applicable laws, rules, and regulations of the State of Texas and the Texas Board of Education.
- The Provider shall be responsible for implementation of the IEPs, including academic, transition, and behavior.
- The Provider shall require all certified teachers to attend an EasyIEP training at the beginning of the school year or within calendar day of being hired.
- The Provider shall be responsible for updating student progress in EasyIEP; Weekly updating student Progress tracking, Progress Reports every Three-weeks, and Report Cards every Six-weeks; which should include a narrative of student progress on goals.



- The Provider will provide the parents with the Progress Report and Report Card during the allocated time frame.
- The Provider shall provide all updated Standard-Based goals and objectives for annual ARDs within 10 days before the scheduled ARD date.
- Should the Provider provide counseling as a related service, the counselor shall provide this service in accordance with the students' IEPs and have the required certification. The counselor shall also have regular contact with the parent.
- The Provider shall not apply any aversive technique or cause an aversive technique to be applied to a student, implement behavior strategies that confine a student in a locked box, locked closet, or other specifically designed locked space. School district employees, volunteers, or independent contractors of the district may not place a student in seclusion.
- The Provider shall utilize the Texas Behavior Support Initiative to implement the students' IEPs.
- The Provider shall meet the HISD and Texas Education Agency requirement of providing certified teachers for instruction and related services.
- The Provider will provide a list of all Certified teachers working with HISD students at the Beginning of Year (BOY), Middle of Year (MOY, and End of Year (EOY) for TEA HOUSE Certification purposes, which includes copies of the teachers' transcripts.
- The Provider will notify HISD in writing within five consecutive days of the absence, termination, or resignation of a certified teacher and inform the district regarding how the compensatory time, if any, will be addressed by the Provider.
- The Provider will comply with procedures TEA requires of nonpublic schools, including but not limited to the Performance Based Monitoring and Analysis System, the State Performance Plan, and the Nonpublic School Review process.
- The Provider will notify HISD by e-mail, writing, or telephone within two hours upon the injury or alleged abuse of any student assigned to the agency by HISD.
- The Provider will notify HISD within two hours by e-mail, writing, or telephone of any parental concern/complaint involving an HISD student.
- The Provider will notify HISD within one hour by e-mail, writing, or telephone of any media coverage involving an HISD student.
- The Provider will notify HISD within two hours by e-mail, writing, or telephone of any arrest or incident involving the facility or outside law enforcement agency.
- The Provider will notify HISD of any tickets, citations, or use of restraint involving a HISD student within one day.
- The Provider will provide HISD with accurate student attendance reporting each week during the Contract period.

## **2. SERVICES TO BE PROVIDED BY HISD:**

HISD agrees to provide to Provider:

- The students' HISD case manager shall be notified immediately by e-mail or in writing when any student misses three (3) consecutive instructional days and follow with daily notification if required.

- HISD shall be responsible for overseeing/monitoring implementation of the IEPs and providing annual reevaluation of the appropriateness of the instructional arrangement.
- HISD will be responsible for conducting all Annual and Review ARD meetings by completing all appropriate invitations and notices.
- HISD will work with the Providers as they update goals, complete all supplements, which includes developing transition goals derived from the transition supplement.

### 3. TERM OF CONTRACT

The term of this Contract shall be from **August 28, 2023, through June 3, 2024**; provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract.

### 4. TERMINATION

This Contract may be terminated prior to the expiration of the term hereof as follows:

- By HISD upon 3 days' notice if the work is not provided in a satisfactory and proper manner as determined by HISD;
- By mutual written agreement of the parties;
- By HISD without cause, upon prior written notice to the Provider; or
- By HISD immediately if Provider commits a material breach of any of the terms of this Contract.

In the event this Contract is terminated because of a violation or breach of the contract terms by the Provider, HISD shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties as may be appropriate.

### 5. COMPENSATION

For and in consideration of the services to be provided by Provider under this Contract, HISD will pay Provider **upon submission of an original invoice(s) in a total amount not to exceed \$ 595,000. Invoices should not be submitted, and payment will not be made, until after goods or services have been supplied or rendered.**

- Tuition for student enrollment to include = 25 slots at \$23,800 per slot – (\$595,000.)

The compensation to be paid should be charged against the following budgets:

FUNDS 10 DIGITS	OBJECT/GL/ COMMITMENT ITEM 10 DIGITS	FUND CENTER/COST CENTER 10 DIGITS	FUNCTIONAL AREA 16 DIGITS	AMOUNT NOT TO EXCEED
TEA HISD HISD FUND FUND INITIATIVE CODE CODE	TEA HISD SUB- HISD OBJECT OBJECT GROWTH	HISD HISD TEA ORG HISD SEGMENT GROUP SUB- ORG	SERVICES TEA FUNCTION TEA PIC PROCESS SUB-PROCESS ACTIVITY SUB- ACTIVITY	\$595,000
2240000000	6223000000	ORDER NUMBER 5*24634	PS11230000000000	

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HISD standard payment terms are net 30 days after receipt of invoice. Provider's invoices should be sent as a preferred method to the email address: [HISD\\_VendorInvoices@houstonisd.org](mailto:HISD_VendorInvoices@houstonisd.org) with a copy to the HISD contact above or by mail to Houston Independent School District, Controller's Office, Accounts Payable Department, 4400 West 18th Street, Houston, Texas 77092. Alternative payment terms may be accepted at HISD discretion. Invoices shall be directed to HISD's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Provider shall submit invoices within a timely manner during HISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Provider within thirty (30) days after the later of the following: (1) the date HISD receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HISD receives an invoice for the goods or service. Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from HISD not later than the tenth (10th) day after the date Provider receives the payment from HISD. The exceptions to payments made by HISD and/or Provider listed in Texas Government Code § 2251.002 shall apply to this Contract.

In the event Provider presents HISD with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. HISD will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Provider.

In the event this Contract is terminated prior to the end of the stated term, payments will only be made to the extent that work satisfactory to HISD has been performed and is undisputed prior to termination.

## **FEDERAL GRANT FUNDING AND HOUSTON INDEPENDENT SCHOOL DISTRICT'S BOARD POLICY OBLIGATIONS**

To the extent that HISD's obligation hereunder for payment of compensation is limited to and expressly subject to receipt of any funds from TEA under the provision of the Elementary and Secondary Education Act of 1965 as amended by Public Law 100-297, ESEA Title I-Part A and that such funds are specifically designated for this program, Provider agrees to comply with all of the following requirements. In the event such funds are not received by HISD, or only partial funding is received from TEA, HISD may terminate this contract and not be liable for the remaining balance of the contract to the extent that the work has not been performed.

In the event HISD is ever required to refund any funds received from TEA specifically designated for this program, based upon Provider's failure to adhere to the requirements herein, then it is understood and agreed that Provider shall be liable for and shall refund such amounts received by them to HISD within fifteen (15) days of receipt of written notice from HISD.

Provider agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984.

**To the extent that Federal Funds are utilized for payment under this contract, Provider agrees to comply with the Education Department General Administrative Regulations (“EDGAR”). Provider shall complete the EDGAR Provider Certifications attached hereto as an Exhibit, which certifications are incorporated by reference herein, and shall ensure that such Provider Certifications are promptly updated as necessary during the term of this Contract. Noncompliance or misrepresentation regarding the Provider Certifications may, in HISD’s sole discretion, be grounds for immediate termination of this Contract.**

Provider shall provide all services and perform all functions in accordance with the U.S. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200 through 200.521), and any other applicable OMB requirements, and in accordance with HISD’s Procedures which HISD shall provide to Provider, regarding regulatory and financial matters so that the Grant can be carried out in accordance with the requisite federal and state requirements.

In the event an audit occurs and any expenditures relating to this Contract are disallowed, based upon Provider’s failure to adhere to the requirements herein, Provider agrees to reimburse HISD immediately for the full amount of such disallowed expenditures.

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X

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Provider's Signature

## **6. RELATIONSHIP OF THE PARTIES**

HISD and Provider are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Contract shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Provider is independent of HISD and is not an employee, agent, joint venture, or partner of HISD, and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between HISD and Provider or HISD and any of Provider’s agents.

It is understood and agreed that the Provider is a separate legal entity from HISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. The Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of



income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

**7. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

**8. NO WAIVER OF IMMUNITY**

HISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of HISD.

**9. AUTHORIZATION TO EXECUTE CONTRACT**

Each party represents and warrants to the other that the execution of this Contract has been duly authorized, and that this Contract constitutes a valid and enforceable obligation of such party according to its terms.

**10. AUTHORIZATION TO PERFORM WORK**

For the entire duration of this Contract, Provider and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Contract, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, etc. Provider must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by HISD, Provider shall furnish HISD with satisfactory proof of Provider's compliance with this provision.

**11. NO WAIVER OF BREACH**

No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**12. NOTICE**

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Harris County Department of Education  
Attn: Dr. James Colbert, Jr.  
Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022

To: Houston Independent School District  
Attn: F. Mike Miles  
Superintendent of Schools  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

**13. NO ASSIGNMENT**

Provider may not assign this Contract or any of its rights, duties, or obligations hereunder without the prior written approval of HISD. Any attempted assignment of this Contract by Provider shall be null and void. Any purchase or work order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Provider without the prior written approval of HISD. Provider is required to notify HISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change. In the event HISD approves of any assignment, Provider shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Provider pursuant to this solicitation.

**14. SECTION HEADINGS**

The headings of sections and paragraphs contained in any document related to this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the Contract. Provider agrees that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

**15. GOVERNING LAW-JURISDICTION/VENUE**

This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall

be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Contract.

## **16. ATTORNEY'S FEES**

In connection with HISD's defense of any suit against it and/or HISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this solicitation or Contract, in which HISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, HISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

## **17. COMPLIANCE WITH LAWS**

Provider shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to HISD. Provider understands that Provider is ineligible to receive a contract award with HISD if Provider or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689).

## **18. EQUAL OPPORTUNITY**

It is the policy of HISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Provider further agrees that every subcontract entered into for the performance of this Contract shall contain a provision

requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

## **19. CERTIFICATIONS**

### **Certification Regarding Prohibition Against Boycotting of Israel**

Provider hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Provider further certifies and verifies that neither Provider, nor any affiliate, subsidiary, or parent company of Provider, if any (the "Provider Companies"), boycotts Israel, and Provider agrees that Provider and Provider Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

### **Certification Regarding Prohibition Against Discrimination Against Firearm & Ammunition Industries**

If (a) Provider is not a sole proprietorship; (b) Provider has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that Provider is not a sole-source provider or governmental entity has not received any bids from a Provider that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the Provider hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a

company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

**Certification Regarding Prohibition Against Boycotting Certain Energy Companies**

If (a) Provider is not a sole proprietorship; (b) Provider has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the Provider hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a Provider because the Provider(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a Provider described by paragraph (a). See TEX. GOV'T CODE § 809.001(1).

**20. ORIGINALS**

This Contract is executed in one single original copy, the original of which shall be maintained by HISD.

**21. REPORTS**

To the extent applicable, HISD and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of HISD.

**22. INDEMNITY**

**THE PROVIDER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND HISD AND EACH OF IT'S PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEYS' AND EXPERTS' FEES, COURT COSTS AND EXPENSES**



**INCURRED BY HISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR: (1) INJURY OR DEATH TO PERSONS; (2) DAMAGE TO, OR DESTRUCTION OF, PROPERTY; AND (3) LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, ANY ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY PROVIDER, AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, SUB-CONTRACTORS OR AGENTS ARISING OUT OF, OR IN CONNECTION WITH, PROVIDER'S PERFORMANCE OF THE CONTRACT.**

**All obligations as set forth in this paragraph shall survive the completion of or termination of the Contract.**

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

Nothing in this Contract shall be construed to create a claim or cause of action against HISD for which it is not otherwise liable nor to create an impermissible deficiency debt of HISD.

## **23. CRIMINAL HISTORY BACKGROUND CHECK**

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider agrees to require employees, subcontractors and volunteers of the Provider who have or will have continuing duties related to the contracted services, and have or will have the opportunity for direct contact with HISD students, to submit to a national criminal history background record information review by HISD, as required by those sections. Provider must provide HISD with all information required for obtaining criminal history, including, without limitation, a list of the names and dates of birth of all employees and subcontractor's employees who may have direct contact with students.

Provider shall send or ensure that the employee or applicant (including employee or applicants of Provider's subcontractor(s)) sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Providers must present a list of all covered employees who may have direct contact with students to HISD.

Covered employees with disqualifying criminal histories are prohibited from serving at HISD. Provider must also certify to HISD that it has complied and must obtain similar certifications from its subcontractors. Provider understands that if an employee,

subcontractor, or volunteer has a Disqualifying Criminal History, the District may elect not to enter into this Contract or may elect to cancel the Contract.

“Covered employees” means: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. HISD will be the final arbiter of what constitutes continuing duties and direct contact with students.

“Disqualifying Criminal History” means: (1) a conviction or other criminal history information designated by HISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have submitted information required for a national criminal history background record information review.

**WARNING:** Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to HISD 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.

HISD may terminate this Contract if HISD determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. HISD will compensate the person or business entity for undisputed services performed before the termination of the contract.

X

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Provider's Signature

## **24. RECORDS RETENTION AND AUDITS**

HISD or its authorized representative, shall be afforded access to and permitted to inspect and copy all the Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or

the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

## **25. STUDENT RECORDS**

Provider acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of students' personally identifiable information and education records in accordance with applicable law and regulations, including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Any student information provided to Provider shall be provided in compliance with the requirements and exceptions outlined in FERPA. Provider must comply with said law and regulations and safeguard student information. Provider acknowledges that to the extent Provider receives confidential student information during the performance of duties under this Contract, Provider is considered a "school official" in accordance with FERPA. Provider may not disclose confidential student information to a third party without prior written consent from the parent or eligible student. Provider must destroy any student information received from the District when no longer needed for the purposes of the Contract.

To the extent that Provider may receive confidential student or staff information, a separate Data Sharing Agreement may be applicable and required to be executed with the Provider.

## **26. TEXAS PUBLIC INFORMATION ACT**

In the event that HISD is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to HISD and HISD shall have the right to release such information and records.

"Compliance with Gov't Code 552.372: The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than \$1 million. The contractor or Provider agrees the contract can be terminated if the contractor or Provider knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

## **27. BUSINESS ETHICS**

During the course of pursuing contracts, and the course of contract performance, Provider will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as

incidental shall be made to any employees or officials of HISD, its authorized agents and representatives, or to family members of any of them. At any time Provider believes there may have been a violation of this obligation, Provider shall notify HISD of the possible violation. HISD is entitled to request a representation letter from Provider, its subcontractors or Providers at any time to disclose all things of value passing from Provider, its subcontractors or Providers to HISD's personnel or its authorized agents and representatives.

## **REQUIRED DISCLOSURES**

- A. For all contracts in excess of \$50,000.00, or which require Board approval, or a contract for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, Provider must electronically file Form 1295, which is available at <https://www.ethics.state.tx.us/filinginfo/1295/> listing all interested parties, including a person who has a controlling interest in Provider's business, or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business. Provider must print out, execute, and notarize the form and provide a copy to HISD at the time it executes the contract in compliance with Section 2252.908 of the Texas Government Code. Instructions for filing Form 1295 are attached hereto as an Exhibit. THIS REQUIREMENT DOES NOT APPLY TO (1) A SPONSORED RESEARCH CONTRACT OF AN INSTITUTION OF HIGHER EDUCATION; (2) AN INTERAGENCY CONTRACT OF A STATE AGENCY OR AN INSTITUTION OF HIGHER EDUCATION; (3) A CONTRACT RELATED TO HEALTH AND HUMAN SERVICES: IF (A) THE VALUE OF THE CONTRACT CANNOT BE DETERMINED AT THE TIME THE CONTRACT IS EXECUTED; AND (B) ANY QUALIFIED PROVIDER IS ELIGIBLE FOR THE CONTRACT; (4) A CONTRACT WITH A PUBLICLY TRADED BUSINESS ENTITY, INCLUDING A WHOLLY OWNED SUBSIDIARY OF THE BUSINESS ENTITY; (5) A CONTRACT WITH AN ELECTRIC UTILITY, AS THAT TERM IS DEFINED BY SECTION 31.002, UTILITIES CODE; OR A CONTRACT WITH A GAS UTILITY, AS THAT TERM IS DEFINED BY SECTION 121.001, UTILITIES CODE.**
- B. Provider must also file a completed conflict of interest questionnaire, in compliance with Section 176.006 of the Texas Local Government Code, attached hereto as an Exhibit, or available at <https://www.ethics.state.tx.us/forms/conflict> with the HISD records administrator, if the Provider has an employment or other business relationship with a local government officer of HISD, or a family member of the officer; has given a local government officer of HISD, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12-month period preceding the date of the contract; or has a family relationship with a local government officer of HISD. The questionnaire must be filed not later than the seventh business day after the later of: (1) the date that the Provider: (A) begins discussions or negotiations to enter into a contract with HISD; or (B) submits an**

application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with HISD; or (2) the date the Provider becomes aware: (A) of an employment or other business relationship with a local government officer, or a family member of the officer of HISD; (B) that the Provider has given one or more gifts to a local government officer of HISD of more than \$100 in the aggregate; (C) of a family relationship with a local government officer of HISD. THIS REQUIREMENT DOES NOT APPLY TO A PERSON IF THE PERSON IS: (1) A STATE, A POLITICAL SUBDIVISION OF A STATE, THE FEDERAL GOVERNMENT, OR A FOREIGN GOVERNMENT; OR (2) AN EMPLOYEE OR AGENT OF AN ENTITY DESCRIBED BY SUBDIVISION (1), ACTING IN THE EMPLOYEE'S OR AGENT'S OFFICIAL CAPACITY.

X

Provider's Signature

## 28. BUSINESS CERTIFICATES / TAXES

All Provider or Professional Services Providers entering into a contract with HISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

**Corporations** (domestic or foreign \*) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.586 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and Taxes are paid.

**Partnerships and Joint Stock Companies, and Limited Liability Partnerships** (domestic or foreign\*) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105--PARTNERSHIPS AND JOINT STOCK COMPANIES, CHAPTER ONE --- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED LIMITED PARTNERSHIP ACT, Article 6132a-1. "Texas Revised Limited Partnership Act." All partners in a partnership must file a "Certificate of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

**The provider whether corporate, partnership or sole owner must be current on HISD Property Taxes.** If commercial personal property is located in the jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22, Section 22.01, of the Texas "PROPERTY TAX CODE".

**\*Note:** Foreign means formed under laws of another state; Domestic means formed under Texas laws.



### **Assumed Names**

An assumed name certificate (or DBA) shall be properly registered with the Harris County Clerk's Office for anyone wishing to do business under another name. This applies to corporate entities as well as individuals. The contract should be in the name of the individual or entity d/b/a the assumed name, rather than just the assumed name. Chapter 71, Texas Business and Commerce Code.

## **29. CONFIDENTIAL & PROPRIETARY INFORMATION**

The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

## **30. DATA AND PROPRIETARY RIGHTS**

Provider represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Contract. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Provider in the performance of its obligations under this Contract will be deemed works for hire and the exclusive property of HISD, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Provider shall deliver all such materials to HISD upon completion, termination, or cancellation of this Contract. Any programs, data, or other materials furnished by HISD for use by Provider in connection with the Services performed under this Contract will remain HISD's property. Any pre-existing programs, data, or other materials furnished and owned by Provider for use by Provider in connection with the Services performed under this Contract will remain Provider's property. Provider may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Board of Education, the Superintendent of Schools, or their designee.

### 31. DEBARMENT AND SUSPENSIONS

Provider certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

### 32. INSURANCE

The Provider shall carry insurance with responsible insurance carriers acceptable to HISD and with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Provider must carry insurance with responsible carriers acceptable to HISD rated A or better, by A.M. Best, with minimum limits of liability coverage as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Provider shall furnish certificates of insurance to HISD indicating compliance with this paragraph.

Type of Coverage	Minimum Limits
1. Workers' Compensation and Employer's Liability	Statutory \$100,000 per accident
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit
3. Commercial General Liability	\$1,000,000 per occurrence

HISD reserves the right to require additional insurance coverage to be carried by the Provider as deemed desirable by HISD, depending on the type of project.

The Provider shall submit evidence at the time of any execution of the Contract that it has in full force and effect all insurance requirements listed above. The Provider shall maintain such insurance in full force and effect throughout the duration of the Contract. In the event that it is not commercially feasible to maintain insurance during the period required by the Contract, Provider shall supply HISD with equivalent assurance to the required insurance, acceptable to HISD.

HISD shall be listed as certificate holder. HISD shall be named as an additional insured on the automobile and commercial general liability policy. HISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of HISD in the workers' compensation, automobile and commercial general liability policies.

The Provider shall provide HISD with certificates of insurance after the contract has been executed and before the beginning of the Work when requested by the owner contact. Such certificates shall indicate a Contract by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to HISD.

### **33. FORCE MAJEURE**

Neither HISD nor Provider shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, or other catastrophes. The parties to this Contract are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred and prevented or delayed performance shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to, soon as reasonably practicable, notify the other party in writing, citing the details of the force majeure event, the contractual commitments impacted by the force majeure event, and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Except for those commitments identified in such notice, the party seeking relief due to force majeure shall not be relieved of its responsibility to full perform as to all other requirements in the Contract. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Notwithstanding any other provision of this Contract, in the event the Provider's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HISD shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HISD's contractual, legal, or equitable rights.

### **34. COMPLETE UNDERSTANDING**

This Contract shall constitute the complete understanding of Provider and HISD, and may not be modified in any manner without the express written consent of both parties.

### **35. INVALIDITY/UNENFORCEABILITY**

If any provisions of this Contract shall be held invalid or unenforceable, the remainder shall, nevertheless, be deemed valid and shall be construed as if such invalid or unenforceable provisions had never been contained therein.

**HOUSTON INDEPENDENT SCHOOL DISTRICT**

**REQUESTOR'S SIGNATURE:**

**By:**    Ardalia Idlebird   

☐ **Campus**

☒ **Department**

**Number**    640   

**[SIGNATURE PAGE TO FOLLOW]**

**PROVIDER**

**HOUSTON INDEPENDENT SCHOOL DISTRICT**

HCDE: ABS WEST

By: \_\_\_\_\_  
James Terry, \_\_\_\_\_ Date \_\_\_\_\_  
Ph.D., CPA, RTSBA  
Chief of Financial and Business Services

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. James Colbert

\_\_\_\_\_  
Taxpayer Identification Number

By: \_\_\_\_\_  
F. Mike Miles \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent

**E7520**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Catosha Woods \_\_\_\_\_ Date \_\_\_\_\_  
General Counsel



## EXHIBIT 1

### EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when HISD expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and HCDE ABS WEST ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

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#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when HISD expends federal funds, HISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when HISD expends federal funds, HISD reserves the right to immediately terminate any Contract in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the Contract by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. HISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if HISD believes, in its sole discretion that it is in the best interest of HISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by HISD as of the termination date if the contract is terminated for convenience of HISD. Any award under this procurement process is not exclusive and HISD reserves the right to purchase goods and services from other vendors when it is in HISD's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when HISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be**

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when HISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when HISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by HISD resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under a Contract or Contract.** If the Federal award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by HISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by HISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.
- (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 Contract, 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(J) Procurement of Recovered Materials – When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(K) Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals**

such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(L) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by HISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

When HISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

#### **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of HISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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HISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

---

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT 2

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> Name of Officer </div>		
<b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>		
<div style="margin-bottom: 20px;"> <p><b>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</b></p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <p><b>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</b></p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
<b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>		
<b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b>		
<b>7</b>		
Signature of vendor doing business with the governmental entity		Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**EXHIBIT 3**  
HOUSTON INDEPENDENT SCHOOL DISTRICT  
CONTRACTOR CRIMINAL HISTORY BACKGROUND CHECK CERTIFICATION

HISD Contract/Project # \_\_\_\_\_ Project Title: \_\_\_\_\_

Vendor Name (indicate whether Prime Contractor or Subcontractor): \_\_\_\_\_

If Subcontractor, indicate name of Prime Contractor: \_\_\_\_\_

**SECTION I: This section to be completed by all vendors to specify whether their engagement with HISD will involve direct contact with students.**

- ☐ **NO direct contact with students** - As required by HISD and applicable law, I hereby certify that **NO employee and/or subcontractor** will have direct contact with any student at HISD as defined under 19 Tex. Admin. Code § 153.1101(7). Skip 'Section II' and complete 'Section III' below.
- ☐ **WITH direct contact with students AND continuing duties** - As required by HISD and applicable law, I hereby certify that **the list of employees and/or subcontractors (including applicants under current offer of employment) below MAY/WILL** have both direct contact with students and continuing duties at HISD as defined under 19 Tex. Admin. Code § 153.1101(7) & (2). Complete 'Section II' and 'Section III' below. Only vendor(s) meeting both criteria are considered as having "covered employees" whose criminal history record information must be reviewed.
- 19 Texas Administrative Code 153.1101(7) **Direct contact with students**--The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students.
  - 19 Texas Administrative Code 153.1101(2) **Continuing duties related to contracted services**—Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only.

**SECTION II: This section to be completed ONLY if vendor's employees/subcontractors will have direct contact with students and continuing duties.**

	<b>Full Name</b> (first, middle, and last) <b>of each Employee/Applicant</b> (as shown on ID card); <b>relationship to Prime Contractor</b> (Employee or Subcontractor Employee); <b>number assigned to (and state / U.S. territory issuing) unexpired photo ID card</b> ; and <b>Social Security number*</b>	<b>Date of Birth</b> (mm/dd/yyyy)  and  <b>Sex</b>	<b>Has Employee/Applicant ever been fingerprinted by any public school district in Texas?</b>  If <b>YES</b> , provide the name of the school district.  If <b>NO</b> or <b>DON'T KNOW</b> , employee must be fingerprinted prior to performing services at HISD.	<b>HISD Internal Use Only</b>
1	<b>Select One:</b> <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor Employee  <b>Full Name:</b> _____  <b>ID Card Number:</b> _____  <b>State/Territory Issuing:</b> _____  <b>Social Security Number:</b> _____	_____ / _____ / _____  <b>Sex:</b> _____	<input type="checkbox"/> Yes – Name of Texas school district: _____  <input type="checkbox"/> No / Don't Know	<input type="checkbox"/> <i>Approved</i> <input type="checkbox"/> <i>Denied</i>

2	Select One: <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor Employee Full Name: _____ ID Card Number: _____ State/Territory Issuing: _____ Social Security Number: _____	____/____/____ Sex: _____	<input type="checkbox"/> Yes – Name of Texas school district: _____ <input type="checkbox"/> No / Don't Know	<input type="checkbox"/> <i>Approved</i> <input type="checkbox"/> <i>Denied</i>
3	Select One: <input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor Employee Full Name: _____ ID Card Number: _____ State/Territory Issuing: _____ Social Security Number: _____	____/____/____ Sex: _____	<input type="checkbox"/> Yes – Name of Texas school district: _____ <input type="checkbox"/> No / Don't Know	

**\*Attach additional pages as necessary**

**SECTION III – Vendor Certification:** By signing below, Vendor acknowledges and agrees that Vendor has obtained the written authorization and consent of each above-listed employee/applicant for the release to and review of the employee's personal criminal history record information by HISD to assist with determining the employee's eligibility to provide services at HISD in connection with Vendor's contract with HISD. Vendor further acknowledges and agrees that Vendor shall be solely responsible to send or ensure that each covered employee sends to the Texas Department of Public Safety (DPS) all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

Signature of Authorized Representative

Date

Name & Title of Authorized Representative

Taxpayer Identification Number

## EXHIBIT 4

### CONTRACTOR CRIMINAL HISTORY REVIEW AUTHORIZATION

This document is to be completed by the employee ("Employee") of a prime contractor or subcontractor (collectively, "Contractor") who will be providing services on Houston ISD grounds in connection with a services contract ("Contract") and whose continuing duties may create an opportunity for substantial verbal or physical interaction with students (***Make copies for each individual, as needed.***).

**a) General Information:**

- Prime Contractor business name (DBA): \_\_\_\_\_
- Employee Full Name (first, middle, and last) (as shown on ID card): \_\_\_\_\_
- Relationship to Prime Contractor (select one): ☐ Employee ☐ Subcontractor Employee
- Home Address: \_\_\_\_\_
- City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
- Birth Date (mm/dd/yyyy): \_\_\_\_\_
- Sex: \_\_\_\_\_
- Social Security Number: \_\_\_\_\_
- Number Assigned to Unexpired Photo ID Card: \_\_\_\_\_ State / U.S. Territory Issuing: \_\_\_\_\_
- Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
- Personal E-mail Address: \_\_\_\_\_

**b) Have you ever been fingerprinted by any public school district in Texas?**

Yes

No

Don't know

- If "Yes", please provide the name of at least one such school district that has fingerprinted you: \_\_\_\_\_
- If "No" or "Don't Know," you must be fingerprinted prior to providing services at Houston ISD. Please refer to the "Fingerprinting Instructions" enclosed in this packet and follow the required instructions. You are responsible to send to the Texas Department of Public Safety (DPS) all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of your fingerprints and a recent electronic digital image photograph of you.

**c) Have you ever been arrested or convicted of a felony offense or an offense that requires you to register as a sex offender?**

Yes

No

- If "Yes", please explain: \_\_\_\_\_

**Texas Education Code, Chapter 22**, requires school districts to review the criminal histories of contractors and independent contractors who have, or will have, **continuing duties** related to a services agreement with the District **and direct contact with students**. Houston ISD considers direct contact to result from any activity that may provide substantial opportunity for verbal or physical interaction with students and that is not supervised by a professional district employee (e.g., unsupervised coaching, tutoring, or other services). Houston ISD retains the sole right to determine if engagement with a contractor (including subcontractors) requires review of criminal histories, in accordance with Texas law.

If at any time over the effective term of the Contract, Houston ISD determines that engaging with the Contractor requires a criminal background check, the Contractor will be provided with further instructions. If required, criminal background checks must be completed, reviewed, and approved by Houston ISD either prior to services being provided or prior to continuation of services, as required by Houston ISD.

**EMPLOYEE CERTIFICATION:** I hereby acknowledge understanding of the criminal history review requirements and give my consent and authorization for the release to and review of my personal criminal history record information by Houston ISD to help determine my eligibility to provide services at Houston ISD in connection with the Contract.

Employee Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date Completed : \_\_\_\_\_

#### Human Resources Use ONLY

HISD Contract/Project # \_\_\_\_\_ Project Title: \_\_\_\_\_ Approved: \_\_\_ Denied: \_\_\_ Date: \_\_\_\_\_

Reason for Denial: \_\_\_\_\_ HR Representative Name : \_\_\_\_\_ Initials: \_\_\_\_\_



**Regular Board Meeting****7. D. 6.****Meeting Date:** September 20, 2023**Title:** Schools Division Academic and Behavior School West FY24 Monthly Contract: Wharton ISD (1)**Submitted For:** Charles Ned, Schools**Recommended Action:** Approve**Submitted By:****HCDE Goal(s):**

Denise Alamos

1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation

**Additional Resource Personnel:** Charles Ned, Jonathan Parker, Dr. Jesus Amezcua, Dr. Edna Johnson**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:**

**Ratification of Interlocal (revenue) contract for FY 2024 in the aggregate amount of \$38,700 with ABS West and the following district:** Wharton ISD for one (1) out-of-county monthly contract in the amount of \$38,700 (\$4,300 per month) for the contract period of 08/28/2023 through 06/03/2024.

**Subject:**

Interlocal (revenue) contract for **FY 2024 in the aggregate amount of \$38,700 with Academic and Behavior School West and the following district:** Wharton ISD for one (1) out-of-county monthly contract in the amount of \$38,700 (\$4,300 per month) for the contract period of 08/28/2023 through 06/03/2024.

**Rationale:**

Entity	Description	Contract Period	Total
Wharton ISD	Monthly Contract (1) \$4,300 per month (out of county)	08/28/2023 - 6/3/2024	\$38,700
<b>Aggregate Amount</b>			<b>\$38,700</b>

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**Fiscal Impact****Attachments**FY24 ABSW Monthly Contract-Wharton ISD-1 \$38,700 BA9.20.23

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**Form Review****Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 09/05/2023

**Reviewed By**

Yaritza Roman  
Edna Johnson  
Jesus Amezcua

**Date**

08/31/2023 12:46 PM  
09/01/2023 02:38 PM  
09/05/2023 06:57 PM  
Started On: 08/28/2023 03:01 PM

**2023-2024 STUDENT CONTRACT  
FOR  
ACADEMIC AND BEHAVIOR SCHOOL-WEST**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“**HCDE**”) and **Wharton Independent School District**, (“**WISD**”) hereby enter into an Interlocal Contract (“**Contract**”) for the purpose of providing educational and related services for eligible students with disabilities of the **WISD** and to state the terms, rights and duties of the contracting parties.

1. For the period beginning **August 28, 2023**, and ending **June 3, 2024**, **HCDE** agrees to provide services described herein for **Student #1 (J. Kimble)** as an eligible student(s) with disabilities (referred to herein as “student”) who is a resident of the **WISD**.
2. **HCDE** agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student in accordance with applicable law. During the period of this agreement, if **HCDE** fails to provide the necessary specialized facilities and certified personnel, the **WISD** may terminate services until such time as **HCDE** can provide the necessary specialized services contracted herein. **HCDE** will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. **HCDE** agrees to furnish the **WISD** with a monthly statement of student attendance.
4. **HCDE** agrees to maintain necessary records and accounts in order to assure that funds received from the **WISD** have been expended for the services described herein. **HCDE** agrees to provide these records and other information as may be required by the **WISD**.
5. The students served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the **WISD** and recommended for services as described herein. The ARD Committee of the **WISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **WISD** will provide copies of all pertinent school records on the student with parental or guardian permission. **WISD** agrees to furnish **HCDE** a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **WISD** during the term of this Contract. **HCDE** will be available for participation with the **WISD** ARD Committee in the development of the Individualized Education Plan (IEP). **HCDE** will update the **WISD** on the implementation of the IEP at least once a year. A member of the **WISD** special education personnel will monitor, assess and evaluate the student’s progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the **WISD** agrees to pay **HCDE** the total of **Out of-County ED** fee of **\$38,700** to be paid in **the following manner:**

**\$4,300** a month for no more than **nine (9)** months. Tuition and fees for student’s month of enrollment will be prorated as follows:

*James Colbert, Jr., Superintendent*

6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.694.6300 ★ [www.hcde-texas.org](http://www.hcde-texas.org)

For students who enroll before the 15<sup>th</sup> of the month, the full monthly fee will be charged.  
For students who enroll on or after the 15<sup>th</sup> of the month, half of the monthly tuition will be charged.  
No proration will be given if a student withdraws before the end of the month.

If Applicable in consideration of Extended School Year Services (ESY) provided herein, **WISD** agrees to pay HCDE:

- \$6,700 out of-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2024**.

In the event that **WISD** makes a payment to HCDE with a credit card, **WISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

**WISD** may sell unused units to another district upon obtaining HCDE's prior written consent.

8. The source of funding for this contract will be from **WISD** (federal, state or local) funds. The parents of the students shall not be charged for the services contracted under this Contract.
9. **HCDE** will follow IDEA (Individuals with Disabilities Education Act) and other applicable laws when considering dismissal and/or expulsion.
10. This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.
11. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
12. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
13. Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

**HCDE**

Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**WISD**

Attention: Dr. Michael J. O'Guin, Sr., Superintendent  
2100 N. Fulton,  
Wharton, Texas 77488

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

14. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.

*James Colbert, Jr., Superintendent*

6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.694.6300 ★ [www.hcde-texas.org](http://www.hcde-texas.org)

15. This Contract does not create a joint venture or business partnership under Texas law.
16. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
17. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

P.P. [Signature]  
District School Superintendent/Designee

8/14/23  
Date

\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060200132 57250001 ABS-West

**Regular Board Meeting****7. D. 7.****Meeting Date:** September 20, 2023**Title:** Schools Division Highpoint School East Annual Contracts FY24:  
Humble ISD (40), KIPP TPS (3)**Submitted For:** Charles Ned, Schools**Submitted By:** Denise Alamos**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
5. Recruit high-quality professionals**Additional Resource Personnel:** Jonathan Parker, Dr.  
Charles Ned, Dr. Jesus Amezcua, Dr. Edna Johnson**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:**

**Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$490,200 with Highpoint School East and the following districts:** Humble ISD for forty (40) in-county annual contracts in the amount of \$456,000 (\$11,400 each); KIPP Texas Public School for three (3) in-county annual contracts in the amount of \$34,200 (\$11,400 each) for the contract period of 08/28/2023 through 06/03/2024.

**Subject:**

**Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$490,200 with Highpoint School East and the following districts:** Humble ISD for forty (40) in-county annual contracts in the amount of \$456,000 (\$11,400 each); KIPP Texas Public School for three (3) in-county annual contracts in the amount of \$34,200 (\$11,400 each) for the contract period of 08/28/2023 through 06/03/2024.

**Rationale:**

Entity	Description	Dates	Totals
Humble ISD	Annual Contracts (\$11,400 each/In-county) for 40 units	08/28/2023 - 06/03/2024	\$456,000
KIPP TPS	Annual Contracts (\$11,400 each/In-county) for 3 units	08/28/2023 - 06/03/2024	\$34,200
Total			\$490,200

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**Fiscal Impact****Included in FY budget Y/N:** Y**Included in current budget amendment Y/N:** N



## Attachments

FY24 HSE\_Annual Contract Humble ISD-40 \$456,000 BA9.20.23

FY24 HSE\_Annual Contract KIPP TPS-3 \$34,200 BA9.20.23

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## Form Review

### Inbox

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Denise Alamos

Final Approval Date: 09/05/2023

### Reviewed By

Yaritza Roman

Edna Johnson

Jesus Amezcua

### Date

08/31/2023 12:57 PM

09/01/2023 02:38 PM

09/05/2023 06:57 PM

Started On: 08/28/2023 03:23 PM

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
HIGHPOINT SCHOOL (HS) EAST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and **Humble ISD, ("HISD")** hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services under the Texas Education Code (TEC), Chapter 37, for students who have been removed from **HISD** for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which **HISD** Student Code of Conduct requires a discipline alternative education placement.

1. **Term.** This Contract is for the term of **August 28, 2023** through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for forty (40) units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of **HISD**.
2. **HCDE Responsibilities.**
  - a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at Highpoint in accordance with applicable law and during the days and times set forth by Highpoint. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
  - b) HCDE agrees to furnish the **HISD** with a weekly statement of student(s) attendance.
  - c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.
  - d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **HISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **HISD**.
3. **HISD's Responsibilities.**
  - a) **HISD** is responsible for providing transportation for the student(s) to and from Highpoint. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **HISD** and HCDE.
  - b) **HISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at Highpoint. **HISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **HISD** during the term of this Contract. Student Records to be provided by **HISD** include, but are not limited to, the following:
    - (a) a recommendation letter from the student(s)'s campus or **HISD** stating explicitly why the student is being referred to Highpoint; (b) the student's Middle School Plan (for students in grades 6-8) or the student's Graduation Plan (for students in grades 9-12); (c) the student's current transcript, including all achievement test records; (d) for special education students, the student's current IEP, in accordance with Article 7 this Contract; (e) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (f) the student's

current year's attendance records. **HISD** shall provide copies of additional records, including **HISD** Records, as reasonably requested by HCDE.

- c) **HISD** retains the responsibility to report **HISD** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

- 4. **Student Records; Confidentiality.** For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **HISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **HISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **HISD**'s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **HISD** is under HCDE's direct control with respect to **HISD**'s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **HISD**'s direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

- 5. **Immunity.** Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.
- 6. **Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.
- 7. **Special Education Services.**
  - a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within **HISD** and recommended for services as described herein. The ARD Committee of **HISD** has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering the special education student(s)'s placement, and HCDE must confirm in writing the student's eligibility for the program prior to the ARD Committee's consideration of placement at Highpoint.

- b) HCDE is responsible for providing educational and support services to special education student(s) in the same manner those services are provided to non-disabled students. Any and all additional services and funding required to implement the student's Individualized Education Program (IEP) and/or 504 plan are to be provided by **HISD**. **HISD** may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of **HISD** and the ARD Committee, with HCDE participation. If **HISD** chooses to make such services available in conjunction with Highpoint, **HISD** will cooperate with Highpoint to minimize disruption at Highpoint. If **HISD** requires the student(s) to leave Highpoint during the school day, the IEP must include transportation as a related service.
  - c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from Highpoint.
  - d) **HISD** agrees to invite an HCDE representative as a non-consensus member to any **HISD** ARD Committee meeting for **HISD** student(s) placed at Highpoint pursuant to this Contract.
8. **Local Education Agency.** Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **HISD** and are considered students of **HISD** for all purposes. **ISD** remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible **HISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **HISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **HISD** student placed at HCDE, **HISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **HISD** student and is in no way liable to the student, parent, or **HISD** under the IDEA, Section 504, or other applicable law.
9. **Monitoring Student Progress.** HCDE will update **HISD** on the progress of the referred student(s) at least once per semester, in a manner determined to be appropriate by HCDE, including, but not limited to, a grade report, summary of any formal disciplinary action, and summary of attendance. A member of the **HISD** administrative staff will monitor, assess, and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.
10. **Invoices and Payment.** In consideration of the services provided herein, **HISD** agrees to pay HCDE an in-county fee of **\$456,000** and any additional fees in the following manner:
- i. **\$11,400** times the number of units purchased. **HISD** will be billed twice a year and payment will be due upon receipt of invoice.
  - ii. **\$85** special education surcharge times the number of enrollment days for Special Education student(s).
  - iii. **\$140** per diem times the number of student(s) in attendance over the number of units purchased (**40**).
- a) HCDE will bill **HISD** for the amount of units purchased. Payment will be due within 30 days of the date of **HISD**'s receipt of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. **HISD** may sell unused units to another independent school district upon obtaining HCDE's prior written consent.
  - b) In the event that **HISD** makes a payment to HCDE with a credit card, **HISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE,

including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

- c) HCDE agrees to maintain records and accounts to the extent necessary to assure that funds received from **HISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be requested and required by **HISD**.
- d) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.

**11. Payment by Student(s) and Parents.** The parents of the student(s) placed at Highpoint shall not be charged for the services contracted under this Contract. Services needed by the student, if any, beyond the scope of the Contract shall be the responsibility of the student(s) and/or his/her parent or guardian.

**12. HISD Liaison.** **HISD** shall appoint a qualified liaison to communicate on behalf of **HISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; Highpoint School East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **HISD** liaison shall make best efforts to assist Highpoint School East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **HISD** employees and student(s)'s parents/guardians, as necessary.

**13. Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **HISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **HISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at Highpoint School East at the time of termination or expiration of this Contract will return to **HISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **HISD** within ten (10) business days following the date of termination or expiration, at the written request of **HISD**.

**14. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **HISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at Highpoint School East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

**15. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

**16. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:



HCDE  
Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**HISD**  
Attention:  
Dr. Elizabeth Fagen, Superintendent  
10203 Birchridge Drive  
Humble, Texas 77338

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

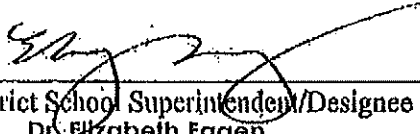
17. **Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
18. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
19. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
20. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **HISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **HISD** agrees that HCDE has no responsibility for any conduct of **HISD** or **HISD's** employees, agents, representatives, contractors, or subcontractors.
21. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
22. **Force Majeure.** Neither HCDE nor **HISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
23. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a

Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.

24. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

25. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

26. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed, in writing, signed and acknowledged by HCDE and HISD.

  
\_\_\_\_\_  
District School Superintendent/Designee  
Dr. Elizabeth Fagen  
Superintendent of Schools

08/04/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060700970 57250000 Highpoint School East

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
HIGHPOINT SCHOOL (HS) EAST**

**2023-2024 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and **KIPP Texas Public Schools, (“KIPP”)** hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services under the Texas Education Code (TEC), Chapter 37, for students who have been removed from **KIPP** for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which **KIPP** Student Code of Conduct requires a discipline alternative education placement.

- 1. Term.** This Contract is for the term of **August 28, 2023**, through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **three (3)** units to eligible student(s) requiring a discipline alternative education placement (referred to herein as “student(s)”) who are residents of **KIPP**.
- 2. HCDE Responsibilities.**
  - a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at Highpoint in accordance with applicable law and during the days and times set forth by Highpoint. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
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  - d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **KIPP** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **KIPP**.
- 3. KIPP’s Responsibilities.**
  - a) **KIPP** is responsible for providing transportation for the student(s) to and from Highpoint. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **KIPP** and HCDE.
  - b) **KIPP** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)’s first day of attendance at Highpoint. **KIPP** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **KIPP** during the term of this Contract. Student Records to be provided by **KIPP** include, but are not limited to, the following: (a) a recommendation letter from the student(s)’s campus or **KIPP** stating explicitly why the student is being referred to Highpoint; (b) the student’s Middle School Plan (for students in grades 6-8) or the student’s Graduation Plan (for students in grades 9-12); (c) the student’s current transcript, including all achievement test records; (d) for special education students, the student’s current IEP, in accordance with Article 7 this Contract; (e) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (f) the student’s

current year's attendance records. **KIPP** shall provide copies of additional records, including **KIPP** Records, as reasonably requested by HCDE.

- c) **KIPP** retains the responsibility to report **KIPP** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

- 4. **Student Records; Confidentiality.** For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

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- 7. **Special Education Services.**
  - a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within **KIPP** and recommended for services as described herein. The ARD Committee of **KIPP** has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering the special education student(s)'s placement, and HCDE must confirm in writing the student's eligibility for the program prior to the ARD Committee's consideration of placement at Highpoint.

- b) HCDE is responsible for providing educational and support services to special education student(s) in the same manner those services are provided to non-disabled students. Any and all additional services and funding required to implement the student's Individualized Education Program (IEP) and/or 504 plan are to be provided by **KIPP**. **KIPP** may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of **KIPP** and the ARD Committee, with HCDE participation. If **KIPP** chooses to make such services available in conjunction with Highpoint, **KIPP** will cooperate with Highpoint to minimize disruption at Highpoint. If **KIPP** requires the student(s) to leave Highpoint during the school day, the IEP must include transportation as a related service.
  - c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from Highpoint.
  - d) **KIPP** agrees to invite an HCDE representative as a non-consensus member to any **KIPP** ARD Committee meeting for **KIPP** student(s) placed at Highpoint pursuant to this Contract.
8. **Local Education Agency.** Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **KIPP** and are considered students of **KIPP** for all purposes. ISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible **KIPP** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **KIPP** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **KIPP** student placed at HCDE, **KIPP** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **KIPP** student and is in no way liable to the student, parent, or **KIPP** under the IDEA, Section 504, or other applicable law.
9. **Monitoring Student Progress.** HCDE will update **KIPP** on the progress of the referred student(s) at least once per semester, in a manner determined to be appropriate by HCDE, including, but not limited to, a grade report, summary of any formal disciplinary action, and summary of attendance. A member of the   ISD administrative staff will monitor, assess, and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.
10. **Invoices and Payment.** In consideration of the services provided herein, **KIPP** agrees to pay HCDE an in-county fee of **\$34,200** and any additional fees in the following manner:
- i. **\$11,400** times the number of units purchased. **KIPP** will be billed twice a year and payment will be due upon receipt of invoice.
  - ii. **\$85** special education surcharge times the number of enrollment days for Special Education student(s).
  - iii. **\$140** per diem times the number of student(s) in attendance over the number of units purchased (3).
- a) HCDE will bill **KIPP** for the amount of units purchased. Payment will be due within 30 days of the date of **KIPP**'s receipt of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. **KIPP** may sell unused units to another independent school district upon obtaining HCDE's prior written consent.
  - b) In the event that **KIPP** makes a payment to HCDE with a credit card, **KIPP** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE,



including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

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- d) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.

**11. Payment by Student(s) and Parents.** The parents of the student(s) placed at Highpoint shall not be charged for the services contracted under this Contract. Services needed by the student, if any, beyond the scope of the Contract shall be the responsibility of the student(s) and/or his/her parent or guardian.

**12. KIPP Liaison.** **KIPP** shall appoint a qualified liaison to communicate on behalf of **KIPP** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; Highpoint School East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **KIPP** liaison shall make best efforts to assist Highpoint School East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **KIPP** employees and student(s)'s parents/guardians, as necessary.

**13. Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **KIPP**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **KIPP** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at Highpoint School East at the time of termination or expiration of this Contract will return to **KIPP**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **KIPP** within ten (10) business days following the date of termination or expiration, at the written request of **KIPP**.

**14. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **KIPP** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at Highpoint School East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

**15. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

**16. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

HCDE  
Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**KIPP**  
Attention: Dan Caesar, Houston Regional Superintendent  
711 KIPP Way  
Houston, Texas 77099

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

- 17. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 18. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- 19. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 20. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **KIPP** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **KIPP** agrees that HCDE has no responsibility for any conduct of **KIPP** or **KIPP's** employees, agents, representatives, contractors, or subcontractors.
- 21. Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
- 22. Force Majeure.** Neither HCDE nor **KIPP** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
- 23. Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a

Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.

**24. Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

**25. Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

**26. Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **KIPP**.



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District School Superintendent/Designee

August 8, 2023

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Date

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County School Superintendent/Designee

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Date

For HCDE Office use only: Revenue Account No. 19940060700970 57250000 **Highpoint School East**

**Regular Board Meeting****7. D. 8.****Meeting Date:** September 20, 2023**Title:** Schools Division Fortis Academy/Annual Contracts FY24: Galena Park ISD (3)**Submitted For:** Charles Ned, Schools**Submitted By:** Denise Alamos**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
3. Advocate for learners through innovation**Additional Resource Personnel:** Jonathan Parker, Dr. Charles Ned, Dr. Jesus Amezcua, Dr. Edna Johnson**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:****Ratification of Interlocal (revenue) contract for FY 2024 in the aggregate amount of \$20,625 with Fortis Academy and the following districts:** Galena Park ISD for three (3) in-county annual contracts in the amount of \$20,625 (\$6,875 each) for the contract period of 08/28/2023 through 06/03/2024.**Subject:****Ratification of Interlocal (revenue) contract for FY 2024 in the aggregate amount of \$20,625 with Fortis Academy and the following districts:** Galena Park ISD for three (3) in-county annual contracts in the amount of \$20,625 (\$6,875 each) for the contract period of 08/28/2023 through 06/03/2024.**Rationale:**

Entity	Description	Contract Period	Total
Galena Park ISD	Annual Contract (\$6,875 each/in-county) for 3 units	08/28/2023 - 06/03/2024	\$20,625
<b>Aggregate Amount</b>			<b>\$20,625</b>

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**Fiscal Impact****Attachments**FY24 Fortis Annual Contract-Galena Park ISD-3 \$20,625 BA9.20.23

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**Form Review****Inbox**Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 09/05/2023**Reviewed By**Yaritza Roman  
Edna Johnson  
Jesus Amezcua**Date**08/31/2023 01:00 PM  
09/01/2023 02:42 PM  
09/05/2023 06:57 PM  
Started On: 08/28/2023 03:40 PM



## INTERLOCAL AGREEMENT FOR EDUCATIONAL SERVICES FORTIS ACADEMY (RECOVERY HIGH SCHOOL)

### 2023-2024 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and **Galena Park Independent School District**, (“**GPISD**”) (individually a “Party” and collectively “Parties”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for **GPISD**’s student(s) at HCDE’s Fortis Academy.

### BACKGROUND

HCDE is a political subdivision of the State of Texas and operates Fortis Academy, a specialized public recovery high school with the intent to help students who have completed a substance abuse or dependency rehabilitation program continue their high school education in a sober environment.

**GPISD** is a public, independent school district in the State of Texas providing educational services to students within **GPISD**’s boundaries. **GPISD** has determined that placement at HCDE’s Fortis Academy is appropriate for certain student(s) who are residents of the **GPISD**. As such, both HCDE and **GPISD** desire to set forth in writing the conditions of their agreement.

### CONTRACT

1. **Term.** This Contract is for the term of **August 28, 2023**, through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for three (3) unit(s) to eligible student(s) who **GPISD** has determined may benefit from placement at HCDE’s Fortis Academy (referred to herein as “student(s)”) who are residents of the **GPISD**. Except as otherwise specified in this Contract, and subject to applicable law and any necessary approval by Parties’ Boards of Trustees, the term shall extend from year to year automatically, unless any Party provides thirty (30) days advance written notice of intent not to renew the Contract.
2. **HCDE Responsibilities.**
  - a) HCDE agrees to provide facilities and certified/licensed personnel necessary to provide educational and therapeutic services to the student(s) placed at Fortis Academy in accordance with applicable law and during the days and times set forth by Fortis Academy.
  - b) HCDE agrees that all services provided by HCDE hereunder shall be provided by licensed providers of mental health and/or substance abuse when required by applicable law. HCDE may perform the services contracted for herein by using its own employees or independent contractors.
  - c) HCDE agrees to furnish the **GPISD** with a weekly statement of student(s)’s attendance.
  - d) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, including to the students’ drop-off points after alternative peer group sessions, if written permission allowing HCDE to transport students is provided by the students’ parents/guardians.
3. **GPISD’s Responsibilities.**
  - a) **GPISD** is responsible for providing transportation for the student(s) to and from Fortis Academy. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **GPISD** and HCDE.



- b) **GPISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at Fortis Academy. **GPISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **GPISD** during the term of this Contract. Student Records to be provided by **GPISD** include, but are not limited to, the following: (a) a recommendation letter from the student(s)'s campus or **GPISD** stating explicitly why the student is being referred to Fortis Academy; (b) the student's Middle School Plan (for students in grades 6-8) or the student's Graduation Plan (for students in grades 9-12); (c) the student's current transcript, including all achievement test records; (d) for special education students, the student's current IEP, in accordance with Article 7 this Contract; (e) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (f) the student's current year's attendance records. **GPISD** shall provide copies of additional records, including **GPISD** Records, as reasonably requested by HCDE.
- c) **GPISD** retains the responsibility to report **GPISD** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

4. **Student Records; Confidentiality.** For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **GPISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **GPISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **GPISD**'s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **GPISD** is under HCDE's direct control with respect to **GPISD**'s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **GPISD**'s direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

- 5. **Immunity.** Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.
- 6. **Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

## 7. Special Education Services.

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within **GPISD** and recommended for services as described herein. The ARD Committee of **GPISD** has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering the special education student(s)'s placement, and HCDE must confirm in writing the student's eligibility for the program prior to the ARD Committee's consideration of placement in the Fortis Academy Program.
- b) HCDE is responsible for providing educational and support services to special education student(s) in the same manner those services are provided to non-disabled students. Any and all additional services and funding required to implement the student's Individualized Education Program (IEP) and/or 504 plan are to be provided by **GPISD**. **GPISD** may make such services available in conjunction with Fortis Academy or at a separate time and location, at the discretion of **GPISD** and the ARD Committee, with HCDE participation. If **GPISD** chooses to make such services available in conjunction with Fortis Academy, **GPISD** will cooperate with Fortis Academy to minimize disruption at Fortis Academy. If **GPISD** requires the student(s) to leave Fortis Academy during the school day, the IEP must include transportation as a related service.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from the Fortis Academy program.
- d) **GPISD** agrees to invite an HCDE representative as a non-consensus member to any **GPISD** ARD Committee meeting for **GPISD** student(s) placed at Fortis Academy pursuant to this Contract.

## 8. Local Education Agency. Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **GPISD** and are considered students of **GPISD** for all purposes. ISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible **GPISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **GPISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **GPISD** student placed at HCDE, **GPISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **GPISD** student and is in no way liable to the student, parent, or **GPISD** under the IDEA, Section 504, or other applicable law.

## 9. Monitoring Student Progress. HCDE will update **GPISD** on the progress of the referred student(s) at least once per semester, in a manner determined to be appropriate by HCDE, including, but not limited to, a grade report, summary of any formal disciplinary action, and summary of attendance. A member of the **GPISD** administrative staff will monitor, assess, and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.

## 10. Invoices and Payment.

- a) In consideration of the services provided herein, **GPISD** agrees to pay HCDE an in-county fee of **\$20,625** and any additional fees in the following manner:
  - i) **\$6,875** times the number of units purchased;
  - ii) **\$7,560** times the number of Special Education units purchased (Amendment may be required)

- b) HCDE will bill **GPISD** for the amount of units purchased. **GPISD** will be billed twice a year, and payment will be due within 30 days of the date of **GPISD**'s receipt of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. **GPISD** may sell unused units to another independent school district upon obtaining HCDE's prior written consent.
- c) In the event that **GPISD** makes a payment to HCDE with a credit card, **GPISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- d) HCDE agrees to maintain records and accounts to the extent necessary to assure that funds received from **GPISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be requested and required by **GPISD**.
- e) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.

**11. Payment by Student(s) and Parents.** The parents of the student(s) placed at Fortis Academy shall not be charged for the services contracted under this Contract. Services needed by the student, if any, beyond the scope of the Contract shall be the responsibility of the student(s) and/or his/her parent or guardian.

**12. Eligibility and Placement of Student(s).** HCDE, in its sole discretion, shall determine if a student is eligible for placement and to receive services at Fortis Academy. This includes, but is not limited to, determining if the student has successfully completed rehabilitation prior to placement at Fortis Academy. For any student eligible for special education services under the IDEA, the **GPISD**'s ARD Committee shall consider the student's placement at Fortis Academy, but only after HCDE confirms in writing the student's eligibility for the Fortis Academy program. Once placed at Fortis Academy, the student shall remain at Fortis Academy until the earlier of successful completion of the gram at Fortis Academy, removal by Fortis Academy in HCDE's sole discretion, or withdrawal by the student. HCDE reserves the right to request that a student placed at Fortis Academy pursuant to this Contract be returned to placement in **GPISD**, the district of enrollment. Upon such request from HCDE regarding a student eligible for special education services, **GPISD** shall conduct an ARD Committee meeting within thirty (30) calendar days to consider the student's placement.

**13. Compliance with HCDE Policies, Procedures, and Rules.** The student(s) placed at Fortis Academy and parent(s) shall be required to comply with all HCDE policies, procedures, rules, and required agreements and forms, including, but not limited to, execution of one or more agreements consenting to and waiving liability for placement at Fortis Academy, participation in activities, and requirements of Fortis Academy, such as substance abuse therapy, testing, and the like.

**14. GPISD Liaison.** **GPISD** shall appoint a qualified liaison to communicate on behalf of **GPISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; Fortis Academy programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **GPISD** liaison shall make best efforts to assist Fortis Academy representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **GPISD** employees and student(s)'s parents/guardians, as necessary.

**15. Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **GPISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **GPISD** the amount of any pre-paid fees for any period following the effective date of such termination.

- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at Fortis Academy at the time of termination or expiration of this Contract will return to **GPISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **GPISD** within ten (10) business days following the date of termination or expiration, at the written request of **GPISD**.

**16. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **GPISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at Fortis Academy, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

**17. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

**18. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

HCDE  
Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**GPISD**  
Attention: Dr. John Moore, Superintendent of Schools  
14705 Woodforest Boulevard  
Houston, Texas 77015

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

**19. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

**20. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.

**21. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.

**22. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **GPISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation,

disability benefits, and like requirements and obligations. **GPISD** agrees that HCDE has no responsibility for any conduct of **GPISD** or **GPISD**'s employees, agents, representatives, contractors, or subcontractors.

**23. Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.

**24. Force Majeure.** Neither HCDE nor **GPISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

**25. Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.

**26. Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

**27. Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

**28. Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by **HCDE and GPISD**.

*Sonya Haidusek-Mazy*

C54712457ADB4D3...  
Galena Park ISD Superintendent/Designee

6/14/2023

Date

Harris County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19940060500800 57250000 Fortis Academy



**Regular Board Meeting****7. D. 9.****Meeting Date:** September 20, 2023**Title:** Aldine ISD Safety Audits**Submitted For:** Leslie Etheridge, Center for Safe and Secure Schools**Submitted By:** Gil Gaona**Recommended Action:** Approve**HCDE Goal(s):**2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Dr. Rodgers, Dr. Amezcua, Dr. Johnson, Inga Ash**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:****Ratification of Interlocal (revenue) contract with Center for Safe and Secure Schools Division and Aldine ISD for Safety Audits** in an amount not to exceed \$118,207, servicing 82 sites in three phases for the period of 09/01/2023 through 06/30/2026.**Subject:**

Conduct school safety audits for Aldine ISD

**Rationale:**

Conduct school safety audits for Aldine ISD over a three-year cycle in the amount of \$118,207 to be paid in three phases

Phase 1 - \$37,699 (2023-2024 School Year - 28 sites)

Phase 2 - \$40,254 (2024-2025 School Year - 27 sites)

Phase 3 - \$40,254 (2025-2026 School Year - 27 sites)

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**Fiscal Impact****Attachments**

Revenue Contract - Aldine ISD

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**Form Review****Inbox**

Leslie Etheridge

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Gil Gaona

Final Approval Date: 09/05/2023

**Reviewed By**

Leslie Etheridge

Yaritza Roman

Edna Johnson

Jesus Amezcua

**Date**

08/31/2023 09:28 AM

09/01/2023 02:14 PM

09/01/2023 02:54 PM

09/05/2023 06:58 PM

Started On: 08/31/2023 07:57 AM

**Interlocal Agreement  
between  
Harris County Department of Education  
& Aldine Independent School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Aldine Independent School District, a public school district ("District"), located in Houston, Texas 2520 Thorne Blvd. 77073, for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas, including safety and security services through its Center for Safe and Secure Schools ("CSSS"). Both HCDE and the District desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall end on **June 30, 2026**, unless earlier terminated in accordance with Article 10 herein.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. HCDE agrees to:**
    - Provide services of staff members and/or consultants of the CSSS for the purpose of providing safety and security services that will be considered by the Superintendent and Board of Trustees of the District to determine possible changes in equipment, systems, services, training, and procedures for the District.
    - Conduct Safety and Security Audits ("Audits") of the District's facilities as listed in Exhibit A, Scope of Work. The scope of each Audit shall include the services as set forth in Exhibit A.
    - Provide Audit Final Reports and draft reports containing Audit findings, recommendations, and commendations in accordance with Exhibit A.
  - B. The District agrees to:**
    - Select District facilities in which to conduct Audits and provide the list of facilities in Exhibit A.

- Provide data, access to District facilities, and any other information requested by HCDE needed to conduct the Audits in accordance with the terms of this Agreement, as determined by HCDE.
4. As is. HCDE makes this Agreement available to HCDE participating entities “as is” and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of the District.
  5. Fees. The total fee for Audits provided in accordance with Exhibit A is **\$118,207**. The fees included in this Agreement are based on services to address general requirements and the efficient delivery of services. Additional specifications, schedule changes, and/or facilities requested by the District may incur additional fees, as determined by HCDE. HCDE shall provide written notice of any such increase in fees, and the Parties shall set forth the addition of such fees in writing as an addendum to this Agreement.
  6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
  7. Invoices. HCDE will invoice the District as physical safety audits are completed for each phase of the project as follows:

<b>Audit Cycle 2023-2026</b>	<b>\$118,207</b> Each of the 3 phases of the security audit will be billed in 3 stages: <ul style="list-style-type: none"> <li>• <u>Stage 1:</u> 50% of Audit Services</li> <li>• <u>Stage 2:</u> 30% of Audit Services (when draft Report completed 30 days after fieldwork)</li> <li>• <u>Stage 3:</u> 20% of Audit Services (when the Final Report is delivered)</li> </ul>
------------------------------	---

The District agrees to remit payment to HCDE within thirty (30) days after the date the District receives an invoice for the services. If the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

8. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement.

9. **Confidentiality:** To the extent allowable by law, HCDE agrees to maintain the confidentiality of all records to which it has access while performing Audits pursuant to this Agreement. Unless disclosure is required by applicable law, HCDE further agrees that all findings and reports created by HCDE under this Agreement are confidential and shall not be disclosed to anyone other than District officials without the written approval of the District.
10. **Termination.** This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
  - By mutual written agreement of the Parties; or
  - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

In the event of termination of this Agreement, the District shall be responsible for compensating HCDE for services provided by HCDE up to the effective date of termination and shall be paid within thirty (30) days of the effective date of termination.

11. **Assignment.** Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. **Conflict of Interest.** During the Term of HCDE's service to the District, the District, its personnel and agents, shall not, directly or indirectly, whether for the District's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. **Contract Amendment.** This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

\_\_\_\_\_ ("District")  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

15. **Relation of Parties.** It is the intention of the parties that the District is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and the District or HCDE and any of the District's representatives.

16. **Non-Exclusivity of Services.** Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide the District with programs or services. During the Term of this Agreement, the District reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
17. **Disclaimer.** HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

HCDE is not a regulatory agency and interprets regulations as a regulated political subdivision. Audits performed in accordance with this Agreement are limited to the data, information, and access provided by the District to HCDE, and HCDE does not warrant that Audits conducted hereunder will uncover every security concern, area of needed improvement, or any other category of information examined by HCDE. Audits conducted by HCDE are intended as one source, among other sources, for use by the District in determining the safety and security of its facilities. Successful completion of Audits under this Agreement will support partial satisfaction of the District's compliance with current statutory requirements as set forth in Texas Senate Bill 11 in September 2011.

18. **Limitation of Liability.** Without waiver of the Disclaimer in Article 16 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas, and the Parties hereby submit to the exclusive jurisdiction of said courts.
21. **No Waiver.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of



any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and the District have executed this Agreement to be effective on the date specified in Article 1. Term above:

Aldine Independent School District  
District Name

Harris County Department of Education

\_\_\_\_\_  
Authorized Signature

Stanley Osborne  
Printed Name

\_\_\_\_\_  
James Colbert, Jr.

Chief Financial Officer  
Title

County School Superintendent

8/9/2023  
Date

\_\_\_\_\_  
Date



## DISTRICT SIGNATURE ATTACHMENT

**Routing #:** 2023-0947  
Paul Cordova  
APD

### **Contractor**

Harris County Department of Education

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(same name as Contractor executed contract)

### **Services**

Renewal Year 1 of 3 - HCDE agrees to provide services of staff members and/or consultants of the CSSS for the purpose of providing safety and security services. Conduct Safety and Security Audits and provide reports.

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(same description as Contractor executed contract)

Contractor Start Date: 7/20/2023

### **AGREED:**

Aldine Independent School District  
Signature:

A handwritten signature in black ink, appearing to read 'Stanley Osborne', is written over a vertical line.

Name: Stanley Osborne  
Title: Chief Financial Officer (CFO)  
Date: 8/9/2023

**EXHIBIT A**  
**Scope of Work**

1. **Selected Facilities**

HCDE will conduct Safety and Security Audits ("Audits") of the facilities listed below, as selected by the District:

<b>Timeline</b>	<b>Number of Sites</b>	<b>Site Names/Types</b>
2023-2024 School Year Phase I	28	<ul style="list-style-type: none"> <li>• 19 EC/PK/EC Elementary Schools</li> <li>• 2 Middle Schools</li> <li>• 5 Ninth Centers/ High Schools</li> <li>• 2 Specialized School/District Level/Alternative Sites</li> </ul> <p style="text-align: right;"><b>Price: \$ 37,699</b></p>
2024-2025 School Year Phase II	27	<ul style="list-style-type: none"> <li>• 14 EC/PK/EC Elementary Schools</li> <li>• 7 Middle Schools</li> <li>• 4 Ninth Centers/ High Schools</li> <li>• 2 Specialized School/District Level/Alternative Sites</li> </ul> <p style="text-align: right;"><b>Price: \$ 40,254</b></p>
2025-2026 School Year Phase III	27	<ul style="list-style-type: none"> <li>• 16 EC/PK/EC Elementary Schools</li> <li>• 6 Middle Schools</li> <li>• 5 Ninth Centers/ High Schools</li> </ul> <p style="text-align: right;"><b>Price: \$ 40,254</b></p>
<b>All 3 Phases</b>	<b>82</b>	<b>Total Price: \$118,207</b>

2. **Scope of Audits**

The scope of each Audit includes:

- Approach of the school/site *unannounced* to determine how freely HCDE team members can move about the building and interact with students and employees without being challenged by District officials (If necessary, the District will provide HCDE team members with written authorization to assess the schools with a campus escort).
- Observation of the number, location, and condition of surveillance cameras, and potential security factors relating to building entrances, stairwells, areas out of sight of usual adult vision, and other “high risk” locations.
- Conference with the counselor, principal, and other staff to determine training and skilled, instituted procedures regarding safety and security.
- Determination of the structure of the District’s crisis response/recovery team.
- Review of District-wide procedures, communication processes, and the climate of assessed sites.
- Identification of any District research initiatives or networking efforts with other schools/and or districts.

3. **Reports**

After each site visit has been completed, HCDE will conduct a debriefing with key facility staff. At a later date, HCDE will provide a facility-specific draft report containing Audit findings, recommendations, and commendations and an Executive Summary for the Superintendent or designee. All such drafts reports are considered to be drafts and works in progress, to the extent permitted by law. The Audit Final Report will be provided to the Superintendent or designee and is designed to provide the District with a useful and strategic planning tool.

Within six to eight (6-8) weeks of the Audit Final Report, the District is encouraged to respond in writing to HCDE regarding how it proposes to address recommendations contained in the Audit Final Report, which may include a decision to implement a modified or altered recommendation(s) and/or not implement recommendation(s). HCDE’s team can assist District officials and principals in the development of a written response, at the request of the District.

## **Appendix B. List of facilities in audit cycle**

**Total of 82**

### **12 - Early Childhood/Pre-Kindergarten/Kindergarten (EC/PK/K) Centers**

- De Santiago
- Garcia-Leza
- Griggs
- Hinojosa
- Jones
- Keeble School
- Kujawa
- Magrill
- Reece Academy
- Stovall
- Vardeman
- Vines I

### **4 – Specialized Schools/Alternative Sites/District Level Site**

#### **Specialized Schools**

- Hall Success Academy
- Impact Leadership Academy
- Lane School

#### **Alternative Schools**

- Knippel Education Center



### **37- Elementary Schools**

- Anderson Academy
- Black
- Bussey
- Calvert
- Caraway
- Carmichael
- Carroll
- Carter Academy
- Conley
- Cypresswood
- Dunn
- Eckert
- Ermel
- Escamilla
- Francis
- Goodman
- Gray
- Greenspoint
- Harris
- Hill
- Johnson
- Jones
- Kujawa
- Marcella
- Odom
- Ogden
- Oleson
- Orange Grove
- Raymond
- Reed Academy
- Sammons
- Smith
- Spence
- Stehlik
- Stephens
- Thompson
- Worsham

### **15 – Middle Schools**

- Aldine
- Drew Academy
- Garcia
- Grantham Academy
- Hambrick
- Hoffman
- Houston Academy
- Jones
- Lewis
- Mead
- Plummer
- Shotwell
- YWLA Middle
- Stovall
- Teague

### **5 – Ninth Grade High School Centers**

- Aldine, inc.  
La Promesa
- Davis
- Eisenhower
- MacArthur
- Nimitz

### **9 – High Schools**

- Aldine
- Avalos P-TECH
- Blanson CTE
- Carver
- Davis
- Eisenhower
- MacArthur
- Nimitz
- Victory Early College

**Regular Board Meeting****7. D. 10.****Meeting Date:** September 20, 2023**Title:** La Porte ISD Safety Audits**Submitted For:** Leslie Etheridge, Center for Safe and Secure Schools**Submitted By:** Gil Gaona**Recommended Action:** Approve**HCDE Goal(s):**2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Dr. Amezcua, Dr Johnson, Inga Ash**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:****Ratification of Interlocal (revenue) contract with Center for Safe and Secure Schools****Division and La Porte ISD for Safety Audits** in an amount not to exceed \$22,461, to service 16 sites in three phases for the period of 09/01/2023 through 06/30/2026.**Subject:**

Conduct school safety audits for La Porte ISD

**Rationale:**

Conduct school safety audits for La Porte ISD over a three-year cycle in the amount of \$22,461 to be paid in three phases

Phase 1 - \$7,421 (2023-2024 School Year - 5 sites)

Phase 2 - \$7,421 (2024-2025 School Year - 5 sites)

Phase 3 - \$7,619 (2025-2026 School Year - 6 sites)

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**Fiscal Impact****Attachments**

Revenue Contract - La Porte ISD

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**Form Review****Inbox**

Leslie Etheridge

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Gil Gaona

Final Approval Date: 09/05/2023

**Reviewed By**

Leslie Etheridge

Deisy Rubio

Edna Johnson

Jesus Amezcua

**Date**

09/01/2023 02:04 PM

09/01/2023 03:07 PM

09/01/2023 03:51 PM

09/05/2023 06:59 PM

Started On: 09/01/2023 01:46 PM

**Interlocal Agreement  
between  
Harris County Department of Education  
& La Porte Independent School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and La Porte Independent School District, a public school district ("District"), located in La Porte, Texas 1002 San Jacinto St. 77571, for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas, including safety and security services through its Center for Safe and Secure Schools ("CSSS"). Both HCDE and the District desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall end on **June 30, 2026**, unless earlier terminated in accordance with Article 10 herein.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide services of staff members and/or consultants of the CSSS for the purpose of providing safety and security services that will be considered by the Superintendent and Board of Trustees of the District to determine possible changes in equipment, systems, services, training, and procedures for the District.
    - Conduct Safety and Security Audits ("Audits") of the District's facilities as listed in Exhibit A, Scope of Work. The scope of each Audit shall include the services as set forth in Exhibit A.
    - Provide Audit Final Reports and draft reports containing Audit findings, recommendations, and commendations in accordance with Exhibit A.

**B. The District agrees to:**

- Select District facilities in which to conduct Audits and provide the list of facilities in Exhibit A.
  - Provide data, access to District facilities, and any other information requested by HCDE needed to conduct the Audits in accordance with the terms of this Agreement, as determined by HCDE.
4. As is. HCDE makes this Agreement available to HCDE participating entities “as is” and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of the District.
  5. Fees. The total fee for Audits provided in accordance with Exhibit A is **\$22,461**. The fees included in this Agreement are based on services to address general requirements and the efficient delivery of services. Additional specifications, schedule changes, and/or facilities requested by the District may incur additional fees, as determined by HCDE. HCDE shall provide written notice of any such increase in fees, and the Parties shall set forth the addition of such fees in writing as an addendum to this Agreement.
  6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
  7. Invoices. HCDE will invoice the District as physical safety audits are completed for each phase of the project as follows:

<b>Audit Cycle 2023-2026</b>	<b>\$22,461</b> Each of the 3 phases of the security audit will be billed in 3 stages: <ul style="list-style-type: none"> <li>• <u>Stage 1:</u> 50% of Audit Services</li> <li>• <u>Stage 2:</u> 30% of Audit Services (when draft Report completed 30 days after fieldwork)</li> <li>• <u>Stage 3:</u> 20% of Audit Services (when the Final Report is delivered)</li> </ul>
------------------------------	--

The District agrees to remit payment to HCDE within thirty (30) days after the date the District receives an invoice for the services. If the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

8. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement.



9. Confidentiality: To the extent allowable by law, HCDE agrees to maintain the confidentiality of all records to which it has access while performing Audits pursuant to this Agreement. Unless disclosure is required by applicable law, HCDE further agrees that all findings and reports created by HCDE under this Agreement are confidential and shall not be disclosed to anyone other than District officials without the written approval of the District.
10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
  - By mutual written agreement of the Parties; or
  - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

In the event of termination of this Agreement, the District shall be responsible for compensating HCDE for services provided by HCDE up to the effective date of termination and shall be paid within thirty (30) days of the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to the District, the District, its personnel and agents, shall not, directly or indirectly, whether for the District's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

La Porte ISD ("District")  
Attn: Dr. Walter Jackson  
Title: Superintendent  
Address: 1002 San Jacinto  
City, State, Zip: La Porte, TX 77571  
Phone: 281-604-7015  
Email: supt-secretary@lpsd.org

15. Relation of Parties. It is the intention of the parties that the District is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of

employer and employee, agent, joint venturer or partner, between HCDE and the District or HCDE and any of the District's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide the District with programs or services. During the Term of this Agreement, the District reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

HCDE is not a regulatory agency and interprets regulations as a regulated political subdivision. Audits performed in accordance with this Agreement are limited to the data, information, and access provided by the District to HCDE, and HCDE does not warrant that Audits conducted hereunder will uncover every security concern, area of needed improvement, or any other category of information examined by HCDE. Audits conducted by HCDE are intended as one source, among other sources, for use by the District in determining the safety and security of its facilities. Successful completion of Audits under this Agreement will support partial satisfaction of the District's compliance with current statutory requirements as set forth in Texas Senate Bill 11 in September 2011.

18. Limitation of Liability. Without waiver of the Disclaimer in Article 16 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas, and the Parties hereby submit to the exclusive jurisdiction of said courts.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other

Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and the District have executed this Agreement to be effective on the date specified in Article 1. Term above:

La Porte Independent School District  
District Name

Stacey McDowell  
Authorized Signature

Stacey McDowell  
Printed Name

Chief Financial Officer  
Title

8/9/2023  
Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

**EXHIBIT A**  
**Scope of Work**

1. **Selected Facilities**

HCDE will conduct Safety and Security Audits (“Audits”) of the facilities listed below, as selected by the District:

<b>Timeline</b>	<b>Number of Sites</b>	<b>Site Names/Types</b>
2023-2024 School Year  Phase I	5	2 Elementary Schools  1 Middle School  1 High School  1 Support Facility  <b>Price: \$ 7,421</b>
2024-2025 School Year  Phase II	5	2 Elementary Schools  1 Middle School  1 High School  1 Support Facility  <b>Price: \$ 7,421</b>
2025-2026 School Year  Phase III	6	3 Elementary Schools  1 Middle School  2 Support Facilities  <b>Price: \$ 7,619</b>
<b>All 3 Phases</b>	<b>16</b>	<b>Total Price: \$22,461</b>

2. **Scope of Audits**

The scope of each Audit includes:

- Approach of the school/site *unannounced* to determine how freely HCDE team members can move about the building and interact with students and employees without being challenged by District officials (If necessary, the District will provide HCDE team members with written authorization to assess the schools with a campus escort).
- Observation of the number, location, and condition of surveillance cameras, and potential security factors relating to building entrances, stairwells, areas out of sight of usual adult vision, and other “high risk” locations.
- Conference with the counselor, principal, and other staff to determine training and skilled, instituted procedures regarding safety and security.
- Determination of the structure of the District’s crisis response/recovery team.
- Review of District-wide procedures, communication processes, and the climate of assessed sites.
- Identification of any District research initiatives or networking efforts with other schools/and or districts.

3. **Reports**

After each site visit has been completed, HCDE will conduct a debriefing with key facility staff. At a later date, HCDE will provide a facility-specific draft report containing Audit findings, recommendations, and commendations and an Executive Summary for the Superintendent or designee. All such drafts reports are considered to be drafts and works in progress, to the extent permitted by law. The Audit Final Report will be provided to the Superintendent or designee and is designed to provide the District with a useful and strategic planning tool.

Within six to eight (6-8) weeks of the Audit Final Report, the District is encouraged to respond in writing to HCDE regarding how it proposes to address recommendations contained in the Audit Final Report, which may include a decision to implement a modified or altered recommendation(s) and/or not implement recommendation(s). HCDE’s team can assist District officials and principals in the development of a written response, at the request of the District.



## Appendix B. List of facilities in audit cycle

<i><b>Elementary Schools</b></i>	<i><b>Junior High Schools</b></i>	<i><b>High Schools</b></i>	<i><b>Support Services</b></i>
1. Bayshore 2. College Park 3. Heritage 4. La Porte 5. Lomax 6. Reid 7. Rizzuto	8. Baker 9. Lomax JR. 10. La Porte JR.	11. Dewalt 12. La Porte	13. Admin. Bldg. 14. Technology Center 15. Athletic Complex 16. Support Service Facility

**Regular Board Meeting****7. D. 11.****Meeting Date:** September 20, 2023**Title:** Spring ISD Link Elementary - Restorative Practices Training**Submitted For:** Gil Gaona, Center for Safe and Secure Schools**Submitted By:** Gil Gaona**Recommended Action:** Approve**HCDE Goal(s):**  
2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Dr. Amezcua, Dr. Johnson, Inga Ash**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:**

**Ratification of Interlocal (revenue) contract for Center for Safe and Secure Schools with Spring ISD** for Mindful De-escalation and Community Circles (Restorative Practices) sessions in the amount not to exceed \$5,0000 for the period of 08/08/2023 through 11/30/2023.

**Subject:**

Provide Mindful De-escalation and Community Circles (Restorative Practices) sessions for Link Elementary of Spring ISD

**Rationale:**

Conduct Mindful De-escalation and Community Circles (Restorative Practices) sessions for Spring ISD Link Elementary between August 8, 2023, and November 30, 2023, in the amount of \$5,000 to be paid at the completion of services

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**Fiscal Impact****Attachments**

Revenue Contract Spring ISD Link Elementary

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**Form Review****Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Gil Gaona  
Final Approval Date: 09/05/2023

**Reviewed By**

Inga Ash  
Edna Johnson  
Jesus Amezcua

**Date**

08/30/2023 01:59 PM  
09/01/2023 01:09 PM  
09/05/2023 06:57 PM  
Started On: 08/15/2023 12:12 PM

## SERVICES AGREEMENT FOR HCDE REVENUE

This Services Agreement (“Agreement”) is made and entered into by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas 77022, and Spring ISD / Link Elementary (“Spring ISD / Link Elementary”), located in 16717 Ella Blvd. Houston, TX 77090, for professional development in accordance with the terms and conditions specified herein.

### Recitals

HCDE is a local governmental entity, established to promote education in Harris County, Texas. Both Spring ISD / Link Elementary and HCDE desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Purpose.** The purpose of this Agreement is to state the terms and conditions under which HCDE will provide services for Spring ISD / Link Elementary. Spring ISD / Link Elementary agrees to retain HCDE and HCDE agrees to provide services to Spring ISD / Link Elementary and to perform the duties and all necessary labor and resources needed to provide the services set forth in Article 3 Scope of Work.
2. **Term.** This Agreement is for services beginning August 8, 2023 and ending November 30, 2023 (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.
3. **Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services HCDE agrees to provide.
4. **Independent Contractor Status.** It is the intention of the parties that HCDE be an independent contractor and not an employee, agent, joint venturer, or partner of Spring ISD / Link Elementary. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Spring ISD / Link Elementary and either HCDE or any employee or agent of HCDE.
5. **Changes & Amendments.** This Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated into this Agreement. All such changes shall be made in writing and agreed to by both parties.
6. **Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by HCDE without the prior written acknowledgement and authorization of Spring ISD / Link Elementary.
7. **Compensation.** Spring ISD / Link Elementary will pay HCDE \$5,000.00, plus expenses of \$N/A per day for services provided in Exhibit A. Spring ISD / Link Elementary agrees to make payment to HCDE upon completion and upon receipt of an invoice. HCDE will invoice Spring ISD / Link Elementary within thirty (30) days of the completion of services.

8. **Conflict of Interest.** During the Term of HCDE's service to **Spring ISD / Link Elementary**, HCDE shall not, directly or indirectly, whether for HCDE's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by **Spring ISD / Link Elementary**.

9. **Warranties and Limitation of Liability.** **EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, HCDE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, HCDE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL HCDE BE HELD LIABLE FOR EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF HCDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. **Indemnity.** **Spring ISD / Link Elementary** SHALL INDEMNIFY AND HOLD HARMLESS BOTH HCDE AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF HCDE OR ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.

11. **Performance.** HCDE further agrees that HCDE's services will be performed with reasonable care, skill, judgment, and experience, and in a professional business-like manner, with no direct supervision from **Spring ISD / Link Elementary**. If HCDE is unable to complete the work in this manner based on the mutually agreed upon time, HCDE shall notify **Spring ISD / Link Elementary** in writing.

12. **Termination.** Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. **Spring ISD / Link Elementary** will be responsible for payment for services that have been accepted by **HCDE** up to the termination date.

13. **Force Majeure.** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.



14. **Intellectual Property.** HCDE represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement. Nothing in this Agreement grants Spring ISD / Link Elementary any rights to HCDE's materials, work product, or any other intellectual property developed or used in performance of this Agreement or otherwise.

15. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed below Paragraph 19. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

16. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

17. **No Waiver of HCDE's Immunity.** The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.

18. **Entire Agreement.** The Agreement and Exhibit A represent the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

19. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

In witness whereof, Spring ISD / Link Elementary and HCDE have executed this Agreement to be effective on the date specified in Term above:

Spring ISD / Link Elementary

By: [Signature] Date: 8/2/23  
(Signature)

Dr. Lupita Hinojosa, Ed.D.  
Superintendent of Schools - Spring ISD  
16717 Ella Blvd.,  
Houston, TX 77090  
281-891-8000

Harris County Department of Education

By: [Signature]  
By: Jesus Amezcua (Aug 7, 2023 14:49 CDT)  
(Signature)

Jesus Amezcua  
Assistant Superintendent - Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740



**EXHIBIT A  
SCOPE OF WORK**

HCDE	<u>(Spring ISD)</u>
Services/Obligations  <p align="center"><b>SEE ATTACHED</b></p>	Obligations  Solicit and arrange the registration of event participants.  Spring ISD / Link Elementary will be responsible for paying agreed upon speaker fee upon contractor submitting an invoice for payment according to the terms and conditions outlined in clause 7 of this agreement.

### Proposed Training Resource for Professional Development

<b>Total number of sessions</b>	<b>1 Full Day Presentation (August 8<sup>th</sup>) and Follow Up Session Full Day</b>			
<b>Title of Session</b>	Mindful De-escalation and Community Circles (Restorative Practices)			
<b>Session Description</b>	<p>This professional development will include tools for de-escalating students' behavior as well as proactive behavior management through restorative practices.</p> <p>Recognize and engage in a community circle that can be used with pupils. Participants will also learn about self-awareness tactics and mindful moments to help with de-escalation processes.</p>			
<b>Presenter</b>	Alysia Chatman, Climate and Culture Specialist - CSSS			
<b>Session goals</b>	<ul style="list-style-type: none"> <li>I. Recognize the core ideals, beliefs, and practices behind Circles and Restorative Practices.</li> <li>II. Learn how to plan and facilitate community circles.</li> <li>III. Discover how to include circles into daily routines while maintaining a healthy school culture.</li> <li>IV. Learn about self-awareness and how it can help de-escalate students who exhibit unwanted behaviors.</li> </ul>			
<b>Participant Take Away</b>	<p>Handout of community circles and benefits of having them as part of the campus culture and practices.</p> <p>Follow up and answer or clarify any questions about implementation during PLC times over session goals</p>			
<b>Audience</b>	Staff from Link Elementary School			
<b>Participant total</b>	TBD			
<b>Format + Time Allotment</b>	<b>Delivery (platform)</b>	<b>Date (s)</b>	<b>Start and End time</b>	<b>Total Time:</b>
	Face to Face	August 8	8:30-3:30	6 hours
	Face to Face	TBD: September – November Professional development day	8:30-3:30	6 hours
<b>Deliverables provided by the presenter</b>	PowerPoint facilitation	<input checked="" type="radio"/> Y	<input type="radio"/> N	Access to virtual resources
	Handout	<input checked="" type="radio"/> Y	<input type="radio"/> N	Access to PowerPoint slides
<b>District</b>	Spring ISD (Link Elementary)			
<b>Contact person + information</b>	Tangy Stith, tstith@spingisd.org			
<b>Additional Information</b>	<b>Registration</b>	The campus will register their participants for the training.		
	<b>Check-In</b>	On-site		
	<b>Certificates</b>	xx		
	<b>Survey</b>	The survey link will be shared at the end of the training session.		
	<b>Total</b>	\$5,000		

## Regular Board Meeting

7. D. 12.

**Meeting Date:** September 20, 2023

**Title:** Interlocal Agreement with Katy Independent School District

**Submitted For:** Eduardo Honold, Adult Education

**Submitted By:** Sanjuanita Vela

**Additional Resource Personnel:** Dr. Rodgers; Dr.. Amezcua, Dr. Johnson

and Dr. Honold

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### Information

#### Posted Agenda Item:

#### **Ratification of Interlocal (non-monetary) Agreement with Adult Education and Katy ISD**

for classroom, office and storage space for the HSE (High School Equivalency), ABE (Adult Basic Education), and ESL (English as a Second Language) classes for the period of 08/01/2023 through 07/31/2024.

#### **Subject:**

Adult Education non-monetary Interlocal Agreement with Katy ISD for the provision of the Adult Education and Literacy services in Harris and Liberty counties.

#### **Rationale:**

Adult Education Division will provide instruction in HSE, ABE, ESL and other related adult education and literacy services for the period of August 1, 2023 through July 31, 2024.

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### Attachments

Katy ISD Interlocal Agreement

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### Form Review

#### **Inbox**

Adult Education

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Sanjuanita Vela

Final Approval Date: 09/05/2023

#### **Reviewed By**

Eduardo Honold

Yaritza Roman

Edna Johnson

Jesus Amezcua

#### **Date**

08/31/2023 02:53 PM

09/01/2023 11:10 AM

09/01/2023 02:50 PM

09/05/2023 06:58 PM

Started On: 08/30/2023 02:56 PM

**Interlocal Agreement  
between Harris County Department of Education  
&  
Katy Independent School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Katy Independent School District, a local governmental entity and/or political subdivision ("LGE"), located in 6301 S Stadium Lane, Katy, Texas 77494 for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and Katy ISD desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement ("*August 1, 2023 through July 31, 2024*").
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. **HCDE agrees to:**
    - Provide adult education teachers and part-time support staff in an amount determined by HCDE
    - Provide instructional material and supplies.
    - Provide staff development training.
    - Assist with recruitment of students
    - Provide GED, ESL and ABE classes
    - Maintain student records and provide annual reports to the district on student enrollment data, zip codes in which students reside, and student performance, and
    - Provide supervision of the GED, ESL, and ABE classes.

**B. KISD agrees to:**

- Designate one professional employee to be the primary contact person for the Program.
  - Provide classroom, office space, storage space and janitorial services at the District for the Program; and
  - Assist in recruitment and registration of students.
4. As is. HCDE makes this Agreement available to HCDE participating entities “as is” and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

LGE agrees to adhere to the specific terms and conditions set forth the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE programs or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.
7. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days’ prior written notice;
  - By mutual written agreement of the Parties; or
  - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.
- Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.
8. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.



9. **Conflict of Interest.** During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly, or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
10. **Contract Amendment.** This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
11. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:
 

<p>Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300</p>	<p>Katy Independent School District Attn: Karen Lewis Director, Internal &amp; Community Relations 6301 S Stadium Lane Katy, Texas 77449 281-396-2303</p>
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12. **Relation of Parties.** It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer, or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
13. **Non-Exclusivity of Services.** Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
14. **Disclaimer.** HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
15. **Limitation of Liability.** Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.

16. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
17. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law's provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
18. **No Waiver.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
19. **Benefit for Signatory Parties Only.** Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
20. **Authorization.** Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
22. **LGE Policy Incorporation.** The Parties agree that HCDE's use of LGE's facilities under this Agreement shall be in accordance with Katy ISD Board Policies GKD (Legal), GKD (Local), and GKD (Regulation), each of which is hereby incorporated by reference into this Agreement. In accordance with GKD (Local), the Parties acknowledge receipt and understanding of applicable LGE Policies and Regulations, and the Parties further acknowledge that LGE is not liable for any personal injury or damages to personal property related to the use of LGE facilities by HCDE under this Agreement. In the event of a conflict between the terms of this Agreement and Katy ISD Board Policies GKD, the terms of this Agreement shall control.



In witness whereof, HCDE and KISD have executed this Agreement to be effective on the date specified in Article 1. Term above:

Katy Independent School District

Harris County Department of Education

  
\_\_\_\_\_  
President

Katy ISD Board of Trustees

\_\_\_\_\_  
James Colbert, Jr.

County School Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Type of Local Governmental Entity (*select one*):

- ☒ School District      ☐ Charter School  
☐ County                ☐ City/Municipality  
☐ University            ☐ College  
☐ State Entity  
☐ Governmental entity/other: \_\_\_\_\_

## ADDENDUM TO SERVICES AGREEMENT FOR ADULT EDUCATION

THIS ADDENDUM to Master Interlocal Agreement ("Addendum") shall amend, supplement, modify, delete, and replace by substitution (or where applicable, be inserted as) the indicated provisions of the Agreement. Wherever the terms hereof are inconsistent with the Agreement, the terms hereof shall be controlling.

### SUPPLEMENTARY TERMS OF AGREEMENT

#### 1. Contract.

A. This Addendum between HCDE and Katy Independent School District ("KISD") is entered into in support of the Workforce Solutions Adult Education and Literacy Contract between Houston Galveston Area Council (H-GAC) and HCDE for the period *August 1, 2023 through June 30, 2024* ("Prime Contract"). The *H-GAC* contract number is *212-24*.

B. The Parties agree that the recitation of any provision of the Prime Contract in this Addendum, as required by the Prime Contract, shall in no way affect those provisions of the Prime Contract not recited herein or constitute a waiver thereof by either Party.

C. Contractor acknowledges that HCDE has entered into the Prime Contract with H-GAC, attached as Exhibit A. If HCDE does not receive sufficient funding for the services provided in this Addendum or if H-GAC terminates, in whole or in part, or decreases the funding amount in the Prime Contract, HCDE may terminate this Addendum/Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor.

D. Definitions. As used in the clauses referenced below and otherwise in this Addendum:

1. "Work" means the doing of all things described in, and all tasks reasonably related to the work and services required by this Addendum, whether completed or partially completed, and includes all skill, labor, materials and supplies, resources, supervision, equipment, services, all things necessary, proper, or incidental to the carrying out and completion of the terms of this Addendum, and all other items of cost or value needed to perform and fulfill Contractor's obligations under this Addendum.
2. "Government" means the federal government entity established by the United States Constitution, including any part or sub-part of the legislative, executive, or judicial branches thereof.
3. "Program Officer" means the H-GAC staff member responsible for monitoring the completion of Work and technical performance of the projects or activities described in the Program Narrative Statement.
4. "H-GAC Grants Officer" means the H-GAC official that has the full authority to negotiate, administer, and execute all terms and conditions of the Prime Contract in concurrence with the Program Officer.
5. "Data" means recorded information, regardless of form or the media on which it may be recorded.

6. "Research Data" means the recorded factual material (excluding physical objects, such as laboratory samples) commonly accepted in the scientific community as necessary to validate research findings, and excludes preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; trade secrets; commercial information; materials necessary that a researcher must hold confidential until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
7. "Subcontractor" means a person or entity that has a direct contract with Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Addendum as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a person or entity that has a direct contract with HCDE.
8. "Subcontract" means a direct contract between Contractor and a Subcontractor to perform a portion of the Work and does not include any contract to which HCDE is a party.
9. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
10. "Private Entity" means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25 and includes a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b), and a for-profit organization.
11. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. § 7102).

**2. Scope of Work.**

Contractor will perform the Scope of Work outlined in the Agreement between HCDE and Contractor.

**3. Access to Records.**

Contractor shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Addendum for a period as required by law, and will provide access to records pertinent to this Addendum as required by law.

- A. With respect to subcontracts under this Addendum, H-GAC shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending H-GAC funds. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.

**1. Copyright, Patent Rights, and Data Rights.**

The Texas Workforce Commission and HGAC reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state, federal or H-GAC purposes:

1. The copyright of all maps, data, reports, research, or other work developed under this Addendum; and
2. Any copyrights or rights to use copyrighted material which the ESC purchases with funding under this Addendum.

All data, reports and research developed under this Addendum shall become property of H-GAC. All such data and material shall be furnished to HGAC upon request.

**2. Trafficking in Persons.**

A. As used in this Article, "Employee" means either: (1) an individual employed by Contractor or by a Subcontractor under this Addendum who is engaged in the performance of the Work under this Addendum; or (2) another person engaged in the performance of the Work under this Addendum and not compensated by Contractor or by a Subcontractor under this Addendum including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. If Contractor is a Private Entity, Contractor, an Employee of Contractor, a Subcontractor under this Addendum, and an Employee of a Subcontractor under this Addendum may not:

1. Engage in severe forms of trafficking in persons during the period of time that this Addendum is in effect;
2. Procure a commercial sex act during the period of time that this Addendum is in effect; or
3. Use forced labor in the performance of this Addendum or subcontracts under this Addendum.

C. HCDE may immediately and unilaterally terminate this Addendum, without penalty, if Contractor or a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated a prohibition in paragraph B of this Article; or
2. Has an employee who is determined to have violated a prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to Contractor or to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the Department of Labor at 2 C.F.R. Part 2998.

D. If Contractor is other than a Private Entity, HCDE may immediately and unilaterally terminate this Addendum, without penalty, if a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated an applicable provision in paragraph B of this Article; or



2. Has an employee who is determined to have violated an applicable prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the Department of Labor at 2 C.F.R. Part 2998.

E. Regardless of whether Contractor and a Subcontractor under this Addendum is a Private Entity, Contractor and a Subcontractor under this Addendum must inform HCDE immediately of any information. Contractor or a Subcontractor under this Addendum receives from any source alleging a violation of a prohibition in paragraph B of this Article.

F. HCDE's right to terminate unilaterally under this Article:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and
2. Is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum.

G. Contractor and a Subcontractor under this Addendum must include the requirements of paragraph B of this Article in any subcontract to this Addendum that Contractor or a Subcontractor under this Addendum makes with a Private Entity.

### **3. Nondiscrimination.**

A. Contractor agrees not to discriminate against any of Contractor's employees or applicants for employment because of race, color, national origin, sex, religion, age, or handicap.

B. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1) and hereby assures HCDE of Contractor's compliance with Title VI of the Civil Rights Act of 1964. Contractor shall obtain from each organization that applies to be or serves as a Subcontractor under this Addendum (for other than the provision of commercially available supplies, materials, or equipment or general support services) an Assurance of Compliance with Title VI of the Civil Rights Act of 1964. Civil Rights Act assurances may be filed with Contractor in one of two ways:

1. By written notification that the appropriate Assurance of Compliance form has been executed and filed either with H-GAC or the U.S. Department of Health and Human Services; or
2. Contractor shall obtain assurances pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), from any Subcontractor under this Addendum by incorporating into the subcontract a provision that acceptance of the subcontract constitutes assurance.

C. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) as implemented by the Department of Health and Human Service regulations at 45 CFR 90. In the event Contractor passes on H-GAC financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

D. Contractor agrees to comply with all applicable laws, rules, and regulations, including without limitation, Title IX, Title VII, Clean Air Act, Federal Water Pollution Act, et al. Contractor further agrees to comply with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In the event Contractor passes on H-GAC financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

**7. Changes & Amendments.**

Contractor shall, at the request of HCDE, consider changes and amendments to this Addendum to incorporate additional provisions herein or to change provisions hereof, as HCDE may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract. If any such amendment to this Addendum causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the Work under this Addendum, HCDE and Contractor will use their best efforts to mutually agree upon an equitable adjustment.

**8. Debarment and Suspension.**

Contractor agrees that any subcontract under this Addendum that is expected to equal or exceed \$25,000, or is otherwise covered under 2 CFR 180.220, shall not be made to parties listed on the Government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**9. Termination.**

A. In the event that the Prime Contract is terminated, HCDE may immediately terminate this Addendum, by written notice to Contractor. Upon such termination, HCDE will be responsible for payment to Contractor of costs incurred prior to such termination only to the extent those costs are included in the final payment received by HCDE from H-GAC.

B. HCDE's right to terminate under this Article is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum or provided by law or equity.

**10. Benefit for Signatory Parties Only.**

Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

**11. Ownership/Protection of HCDE's Confidential Information.**

A. To assist Contractor in the performance of Contractor's duties and Scope of Work, HCDE agrees to provide to Contractor training regarding HCDE's business methods and access to certain confidential and proprietary information and materials belonging to HCDE and/or to vendors of HCDE and/or participants in HCDE's programs or services (hereinafter "vendors and/or participants"). Such confidential and proprietary information and materials (collectively "Confidential Information") includes, without limitation and regardless of whether such information or materials is expressly identified as confidential or proprietary, the following: proposals, employee information, customer lists, vendor lists and relationships, participant lists, marketing strategies, certain financial information relating to HCDE or vendors and/or

participants; plans of HCDE or vendors and/or participants; and other trade secrets and valuable, confidential information of HCDE or vendors and/or participants.

B. Contractor understands and agrees that all Confidential Information and every portion thereof constitutes valuable property of HCDE and/or vendors and/or participants, and Contractor further acknowledges the importance of maintaining the security and confidentiality of the Confidential Information.

C. Contractor agrees to keep the Confidential Information, and all documentation, access, and information relating thereto, strictly confidential to the extent permitted by law. Specifically, Contractor agrees that, except as required for the conduct of HCDE's business or as expressly authorized in writing by HCDE, or as may be required by the Texas Public Information Act or other law or court order, Contractor:

- (1) will not disclose or provide access to Confidential Information to any third party;
- (2) will not copy Confidential Information for any reason;
- (3) will not remove Confidential Information from HCDE's premises;
- (4) will return to HCDE all Confidential Information in Contractor's possession upon completion of any Work for HCDE requiring Contractor to have access to such Confidential Information; and
- (5) return to HCDE all Confidential Information upon the termination of Contractor's relationship with HCDE for any reason.

D. The terms and conditions of this Article shall survive the termination of this Addendum.

## **12. Compliance with Laws.**

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances.

## **13. Safety Protocols**

In light of the COVID-19 pandemic, the parties agree to cooperate to implement safety protocols in accordance with local, state, and federal guidelines for reducing the spread of the disease, including, but not limited to, guidelines published by the U.S. Center for Disease Control ("CDC") and the Governor of the State of Texas. The parties agree that all classes will be held online until further notice, as determined by HCDE in its sole discretion. The parties agree to provide soap and water, hand sanitizer, and disposable wipes at all locations used in connection with this Agreement and to encourage students and staff to engage in proper social distancing tactics, including maintaining physical distances from others and wearing masks or facial protection where necessary or recommended. This section shall be in effect until the parties agree in writing that such measures are no longer necessary or recommended. The parties may modify or abolish these safety protocols upon written agreement of the parties at any time.

**14. Katy ISD Standard Terms and Conditions**

This contract hereby expressly incorporates Katy ISD Standard Terms and Conditions with HCDE designated as a "bidder" or "vendor" therein. In the case of a conflict, Katy ISD's Standard Terms and Conditions shall govern.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Harris County Department of Education**

By: \_\_\_\_\_  
Jesus Amezcua, Ph.D., CPA, TRSBA  
Assistant Superintendent-Business Services

**Katy Independent School District**

By:  \_\_\_\_\_  
President  
Katy ISD Board of Trustees

**Signature:**

**Email:** [karenelewis@katyisd.com](mailto:karenelewis@katyisd.com)

## Regular Board Meeting

7. D. 13.

**Meeting Date:** September 20, 2023

**Title:** Interlocal Agreement with Sheldon ISD

**Submitted For:** Eduardo Honold, Adult Education

**Submitted By:** Sanjuanita Vela

**Additional Resource Personnel:** Dr. Rodgers;; Dr. Amezcua; Dr. Johnson and Dr. Honold

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### Information

#### Posted Agenda Item:

**Ratification of Interlocal (non-monetary) contract with Adult Education and Sheldon ISD** for classroom, office and storage space for the HSE (High School Equivalency), ABE (Adult Basic Education) and ESL (English as a Second Language) classes for the period of 07/01/2023 through 06/30/2024.

#### Subject:

Adult Education (non-monetary) Interlocal Agreement with Sheldon ISD for the provision of the Adult Education and Literacy in Harris and Liberty counties.

#### Rationale:

Adult Education Division will provide instruction in HSE, ABE, ESL and other related adult education and literacy services for the period of 7/1/2023 through 6/30/2024.

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### Attachments

Sheldon ISD

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### Form Review

#### Inbox

Adult Education  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Sanjuanita Vela  
Final Approval Date: 09/05/2023

#### Reviewed By

Eduardo Honold  
Yaritza Roman  
Edna Johnson  
Jesus Amezcua

#### Date

08/30/2023 02:57 PM  
08/31/2023 01:08 PM  
09/01/2023 02:50 PM  
09/05/2023 06:58 PM  
Started On: 08/30/2023 02:36 PM

**Interlocal Agreement  
between Harris County Department of Education  
& Sheldon Independent School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“*HCDE*”), located in Houston, Texas, and Sheldon Independent School District, *a local governmental entity* and/or political subdivision (“*LGE*”), located in 11411 C E King Parkway, Houston, Texas 77044 for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and Sheldon ISD desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement ***July 1, 2023 through June 30, 2024*** and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. **HCDE agrees to:**
    - provide ESL classes at no charge
    - provide adult education teachers and part-time support staff in an amount determined by HCDE.
    - provide instructional materials and supplies;
    - provide a part-time assistant to oversee the Program;
    - assist with recruitment of students
    - maintain student records and provide annual reports to the district on student performance; and
    - provide supervision of the ESL classes
    - provide staff development training



**B. LGE agrees to:**

- Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.
  - Designate a person to act as District representative to each respective HCDE program and/or service delivered;
  - Provide classroom, office space, storage space and janitorial services at District for the program;
  - Assist in recruitment and registration of students
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.

9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.
10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
  - By either Party, with or without cause, upon thirty (30) days' prior written notice;
  - By mutual written agreement of the Parties; or
  - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.
11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly, or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:
 

<p>Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300</p>	<p>Sheldon Independent School District Attn: Dr. Demetrius McCall Superintendent 11411 C E King Parkway Houston, Texas 77044 281-727-2000</p>
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15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer, or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of

this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law's provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Sheldon ISD have executed this Agreement to be effective on the date specified in Article I. Term above:

Sheldon Independent School District

Harris County Department of Education

Dr. Demetrius McCall

Dr. Demetrius McCall (Aug 15, 2023 17:40 CDT)

Dr. Demetrius McCall  
Superintendent

James Colbert, Jr.  
County School Superintendent

Aug 15, 2023

Date

Date

Type of Local Governmental Entity (*select one*):

- ☒ School District      ☐ Charter School  
☐ County      ☐ City/Municipality  
☐ University      ☐ College  
☐ State Entity  
☐ Governmental entity/other: \_\_\_\_\_

## ADDENDUM TO SERVICES AGREEMENT FOR ADULT EDUCATION

THIS ADDENDUM to Master Interlocal Agreement (“Addendum”) shall amend, supplement, modify, delete and replace by substitution (or where applicable, be inserted as) the indicated provisions of the Agreement. Wherever the terms hereof are inconsistent with the Agreement, the terms hereof shall be controlling.

### SUPPLEMENTARY TERMS OF AGREEMENT

#### **1. Contract.**

A. This Addendum between HCDE and Sheldon Independent School District (“SISD”) is entered into in support of the Workforce Solutions Adult Education and Literacy Contract between Houston-Galveston Area Council (H-GAC) and HCDE for the period *July 1, 2023 through June 30, 2024* (“Prime Contract”). The H-GAC contract number is *212-24*.

B. The Parties agree that their performance under this Addendum shall comply with the requirements of the Prime Contract at all times and that, in the event of a conflict between this Addendum and the requirements of the Prime Contract, the requirements of the Prime Contract shall control.

C. Contractor agrees that the mutual obligations of the Parties created by the Prime Contract constitute a contract between Contractor and H-GAC with respect to the matters covered in the Prime Contract.

D. The Parties agree that the recitation of any provision of the Prime Contract in this Addendum, as required by the Prime Contract, shall in no way affect those provisions of the Prime Contract not recited herein or constitute a waiver thereof by either Party.

E. Contractor acknowledges that HCDE has entered into the Prime Contract with H-GAC, attached as Exhibit A, and incorporated by reference herein. Contractor shall strictly comply with all Prime Contract requirements and all applicable flow-down, referenced, and incorporated provisions therein and shall cooperate with HCDE in fulfillment of HCDE’s obligations under the Prime Contract. *See Exhibit A.* Federal grant funds will be used to pay for all or a portion of funds due under this Addendum. As such, if HCDE does not receive sufficient funding for the services provided in this Addendum or if H-GAC terminates, in whole or in part, or decreases the funding amount in the Prime Contract, HCDE may terminate this Addendum/Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Contractor’s completed HCDE Vendor Packet, including all federal certifications included therein, is incorporated herein by reference.

F. Definitions. As used in the clauses referenced below and otherwise in this Addendum:

1. “Work” means the doing of all things described in, and all tasks reasonably related to the work and services required by this Addendum, whether completed or partially completed, and includes all skill, labor, materials and supplies, resources, supervision, equipment, services, all things necessary, proper, or incidental to the carrying out and completion of the terms of this Addendum, and all other items of cost or value needed to perform and fulfill Contractor’s obligations under this Addendum.
2. “Government” means the federal government entity established by the United States Constitution, including any part or sub-part of the legislative, executive, or judicial branches thereof.

3. "Program Officer" means the H-GAC staff member responsible for monitoring the completion of Work and technical performance of the projects or activities described in the Program Narrative Statement.
4. "H-GAC Grants Officer" means the H-GAC official that has the full authority to negotiate, administer, and execute all terms and conditions of the Prime Contract in concurrence with the Program Officer.
5. "Data" means recorded information, regardless of form or the media on which it may be recorded.
6. "Research Data" means the recorded factual material (excluding physical objects, such as laboratory samples) commonly accepted in the scientific community as necessary to validate research findings, and excludes preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; trade secrets; commercial information; materials necessary that a researcher must hold confidential until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
7. "Subcontractor" means a person or entity that has a direct contract with Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Addendum as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a person or entity that has a direct contract with HCDE.
8. "Subcontract" means a direct contract between Contractor and a Subcontractor to perform a portion of the Work and does not include any contract to which HCDE is a party.
9. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
10. "Private Entity" means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25 and includes a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b), and a for-profit organization.
11. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. § 7102).

## **2. Scope of Work.**

Contractor will perform the Scope of Work outlined under Purpose and Scope of Work.



### **3. Access to Records.**

Contractor shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Addendum for a period of no less than seven (7) years from the last day of the Term. The only exceptions to the aforementioned records retention requirements are the following:

1. If any litigation, claim, negotiation, dispute, or audit is started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven-year period, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.
2. Records for real property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition.
3. The H-GAC Grants Officer may direct Contractor to transfer certain records to H-GAC custody when he or she determines that the records possess long term retention value. However, in order to avoid duplicate recordkeeping, the H-GAC Grants Officer may make arrangements for Contractor to retain any records that are continuously needed for joint use.

A. H-GAC, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Contractor that are pertinent to this Addendum, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access provided for in this Addendum are not limited to the required retention period, but shall last as long as the records are retained.

B. With respect to subcontracts under this Addendum, H-GAC shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending H-GAC funds. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.

### **4. Copyright, Patent Rights, and Data Rights.**

The Texas Workforce Commission and HGAC reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state, federal or H-GAC purposes:

1. The copyright of all maps, data, reports, research or other work developed under this Addendum; and
2. Any copyrights or rights to use copyrighted material which the ESC purchases with funding under this Addendum.

All data, reports and research developed under this Addendum shall become property of H-GAC. All such data and material shall be furnished to HGAC upon request.

### **5. Trafficking in Persons.**

A. As used in this Article, "Employee" means either: (1) an individual employed by Contractor or by a Subcontractor under this Addendum who is engaged in the performance of the Work under this Addendum; or (2) another person engaged in the performance of the Work under this Addendum and not compensated by Contractor or by a Subcontractor under this Addendum including, but not limited to, a

volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. If Contractor is a Private Entity, Contractor, an Employee of Contractor, a Subcontractor under this Addendum, and an Employee of a Subcontractor under this Addendum may not:

1. Engage in severe forms of trafficking in persons during the period of time that this Addendum is in effect;
2. Procure a commercial sex act during the period of time that this Addendum is in effect; or
3. Use forced labor in the performance of this Addendum or subcontracts under this Addendum.

C. HCDE may immediately and unilaterally terminate this Addendum, without penalty, if Contractor or a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated a prohibition in paragraph B of this Article; or
2. Has an employee who is determined to have violated a prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to Contractor or to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the Department of Labor at 2 C.F.R. Part 2998.

D. If Contractor is other than a Private Entity, HCDE may immediately and unilaterally terminate this Addendum, without penalty, if a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated an applicable provision in paragraph B of this Article; or
2. Has an employee who is determined to have violated an applicable prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by the Department of Labor at 2 C.F.R. Part 2998.

E. Regardless of whether Contractor and a Subcontractor under this Addendum is a Private Entity, Contractor and a Subcontractor under this Addendum must inform HCDE immediately of any information Contractor or a Subcontractor under this Addendum receives from any source alleging a violation of a prohibition in paragraph B of this Article.

F. HCDE's right to terminate unilaterally under this Article:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum.

G. Contractor and a Subcontractor under this Addendum must include the requirements of paragraph B of this Article in any subcontract to this Addendum that Contractor or a Subcontractor under this Addendum makes with a Private Entity.

#### **6. Nondiscrimination.**

A. Contractor agrees not to discriminate against any of Contractor's employees or applicants for employment because of race, color, national origin, sex, religion, age, or handicap.

B. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1) and hereby assures HCDE of Contractor's compliance with Title VI of the Civil Rights Act of 1964. Contractor shall obtain from each organization that applies to be or serves as a Subcontractor under this Addendum (for other than the provision of commercially available supplies, materials, or equipment or general support services) an Assurance of Compliance with Title VI of the Civil Rights Act of 1964. Civil Rights Act assurances may be filed with Contractor in one of two ways:

1. By written notification that the appropriate Assurance of Compliance form has been executed and filed either with H-GAC or the U.S. Department of Health and Human Services; or
2. Contractor shall obtain assurances pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), from any Subcontractor under this Addendum by incorporating into the subcontract a provision that acceptance of the subcontract constitutes assurance.

C. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107 ) as implemented by the Department of Health and Human Service regulations at 45 CFR 90. In the event Contractor passes on H-GAC financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

D. Contractor agrees to comply with all applicable laws, rules, and regulations, including without limitation, Title IX, Title VII, Clean Air Act, Federal Water Pollution Act, et al. Contractor further agrees to comply with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In the event Contractor passes on H-GAC financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

#### **7. Changes & Amendments.**

Contractor shall, at the request of HCDE, accept changes and amendments to this Addendum to incorporate additional provisions herein or to change provisions hereof, as HCDE may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract. If any such amendment to this Addendum causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the Work under this Addendum, HCDE and Contractor will use their best efforts to mutually agree upon an equitable adjustment.

#### **8. Debarment and Suspension.**

Contractor agrees that any subcontract under this Addendum that is expected to equal or exceed \$25,000, or is otherwise covered under 2 CFR 180.220, shall not be made to parties listed on the Government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **9. Termination.**

A. In the event that the Prime Contract is terminated, HCDE may immediately terminate this Addendum, by written notice to Contractor. Upon such termination, HCDE will be responsible for payment to Contractor of costs incurred prior to such termination only to the extent those costs are included in the final payment received by HCDE from H-GAC.

B. HCDE's right to terminate under this Article is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum or provided by law or equity.

C. Contractor must submit a final invoice to HCDE within thirty days after the termination date.

#### **10. No Third Party Beneficiary.**

A third party beneficiary is a person who, although not a party to the contract, stands to benefit from the contract's performance. With the sole exception of the Government and H-GAC, neither this Addendum, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

#### **11. Ownership/Protection of HCDE's Confidential Information.**

A. To assist Contractor in the performance of Contractor's duties and Scope of Work, HCDE agrees to provide to Contractor training regarding HCDE's business methods and access to certain confidential and proprietary information and materials belonging to HCDE and/or to vendors of HCDE and/or participants in HCDE's programs or services (hereinafter "vendors and/or participants"). Such confidential and proprietary information and materials (collectively "Confidential Information") includes, without limitation and regardless of whether such information or materials is expressly identified as confidential or proprietary, the following: proposals, employee information, customer lists, vendor lists and relationships, participant lists, marketing strategies, certain financial information relating to HCDE or vendors and/or participants; plans of HCDE or vendors and/or participants; and other trade secrets and valuable, confidential information of HCDE or vendors and/or participants.

B. Contractor understands and agrees that all Confidential Information and every portion thereof constitutes valuable property of HCDE and/or vendors and/or participants, and Contractor further acknowledges the importance of maintaining the security and confidentiality of the Confidential Information.

C. Contractor agrees to keep the Confidential Information, and all documentation, access, and information relating thereto, strictly confidential. Specifically, Contractor agrees that, except as required for the conduct of HCDE's business or as expressly authorized in writing by HCDE, or as may be required by law or court order, Contractor:

- (1) will not disclose or provide access to Confidential Information to any third party;
- (2) will not copy Confidential Information for any reason;

- (3) will not remove Confidential Information from HCDE's premises;
- (4) will return to HCDE all Confidential Information in Contractor's possession upon completion of any Work for HCDE requiring Contractor to have access to such Confidential Information; and
- (5) return to HCDE all Confidential Information upon the termination of Contractor's relationship with HCDE for any reason.

D. The terms and conditions of this Article shall survive the termination of this Addendum.

**12. Compliance with Laws.**

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

**13. Safety Protocols**

In light of the COVID-19 pandemic, the parties agree to cooperate to implement safety protocols in accordance with local, state, and federal guidelines for reducing the spread of the disease, including, but not limited to, guidelines published by the U.S. Center for Disease Control ("CDC") and the Governor of the State of Texas. The parties agree that all classes will be held online until further notice, as determined by HCDE in its sole discretion. The parties agree to provide soap and water, hand sanitizer, and disposable wipes at all locations used in connection with this Agreement and to encourage students and staff to engage in proper social distancing tactics, including maintaining physical distances from others and wearing masks or facial protection where necessary or recommended. Contractor agrees to sanitize and disinfect all locations used in connection with this Addendum at the end of each day that such location is used, including common areas. This section shall be in effect until the parties agree in writing that such measures are no longer necessary or recommended. The parties may modify or abolish these safety protocols upon written agreement of the parties at any time.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Harris County Department of Education**

By: \_\_\_\_\_  
Jesus Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent-Business Services

**Sheldon Independent School District**

By: Dr. Demetrius McCall  
Dr. Demetrius McCall (Aug 15, 2023 17:40 CDT)  
Dr. Demetrius McCall  
Superintendent

**Regular Board Meeting****7. E. 1.**

<b>Meeting Date:</b>	September 20, 2023		
<b>Title:</b>	Contract Award for job no. 23/045MF for Demand Response Services		
<b>Submitted For:</b>	Jeff Drury, Choice Partners	<b>Submitted By:</b>	Sophia Gutierrez
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	4. Provide cost savings by leveraging tax dollars
<b>Additional Resource Personnel:</b>	Jane Lopez; Jeff Drury; Richard Vela; Yaritza Roman; Dr. Edna Johnson; Kendra Jackson; and Dr. Jesus Amezcua	<b>Facilities/Technology Approval Needed?:</b>	None

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**Information****Posted Agenda Item:**

**Approval of the Contract Award for job no. 23/045MF for Demand Response Services** and delegate authority to the Superintendent or designee to negotiate, finalize, and execute a contract with the following vendor: Enerwise Global Technologies, LLC dba CPower (23-045MF-01) for the period 9/20/2023 through 9/19/2024.

**Subject:**

Choice Partners Cooperative: Contract Award; Demand Response Services; Revenue Generating

**Rationale:**

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Demand Response Services to HCDE/Choice Partners members.

Fifty-one (51) invitations were extended for proposals. One (1) response was received from vendors. The response was reviewed for compliance with RFP no. 23/045MF. The vendor offered the best value to HCDE/Choice Partners and its members and was selected to be awarded.

HCDE/Choice Partner recommends awarding a one (1) year contract from 09/20/2023 through 09/19/2024 to the vendor stated above in the Posted Agenda Item. Contract no. 23/045MF has the option for up to four (4) annual renewals. Anticipated revenue from contract no. 23/045MF will be an administrative fee of two percent (2%) on all sales under this contract. This contract is governed by Texas Education Code 44.031.

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**Fiscal Impact**

<b>Included in FY budget Y/N:</b>	Y
<b>Included in current budget amendment Y/N:</b>	N

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**Attachments**



Board Recommendation  
Evaluation Summary  
Participation List

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**Form Review**

**Inbox**

Choice Partners  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Sophia Gutierrez  
Final Approval Date: 09/05/2023

**Reviewed By**

Jane Lopez  
Yaritza Roman  
Edna Johnson  
Jesus Amezcua

**Date**

08/25/2023 03:36 PM  
08/29/2023 11:40 AM  
09/01/2023 01:09 PM  
09/05/2023 06:57 PM  
Started On: 08/22/2023 12:42 PM



**Harris County Department of Education  
Choice Partners  
Proposal Recommendation Form  
Program Review**

**[This form is used to document due diligence by Recommendation Committee]**

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**To:** Edna Johnson, HCDE Director of Purchasing  
**From:** Monique Francis, Contract Manager; CP

Michael Robles, Contract Manager, CP  
Jane Lopez, Asst. Director, CP  
Stephen Kendrick, Asst. Director, HCDE

Job (Bid or RFP#) and Name: 23/045MF  
Demand Response Services  
Board Meeting Date: 9/20/2023  
Date: 8/25/2023

**Procurement Requirements Available:**

Check One

_____	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
_____	Over \$50,000 (per CH Local)
_____ <u>X</u> _____	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached RFP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this RFP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers & directors.)

**Justification:**

(Any information that pertains to this job (bid or RFP)

23/045MF    Demand Response Services

Choice Partners members will utilize this contract for        Demand Response Services

This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitations were sent to	<u>51</u>	vendors
HCDE received	<u>1</u>	responses (see attached evaluation summary).

**Recommendation:**

HCDE is recommending contracts with Choice Partners Cooperative for:	Enerwise Global Technologies, LLC (dba: Cpower)
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**Harris County Department of Education  
Choice Partners  
Instructions to Recommendation Committee**

**[This form is used to document due diligence by Recommendation Committee]**

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**To:** Dr. Jesus J. Amezcua, CPA, Assistant Supt. For Business Services

**From:** Monique Francis, Contract Manager; CP

**Job (Bid or RFP) # and Name:** 23/045MF  
Demand Response Services

**Board Meeting Date:** 9/20/2023

**Today's Date:** 8/25/2023

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification  
Bid Tabulation  
Copy of the Job (Bid or RFP) responses  
Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

**Signed Certification and Recommendation Form**

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

**Agenda Item (Prepared by Buyer handling the job/bid or RFP)**

Once, a recommendation is approved by the Board, Choice Partners will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



**Harris County Department of Education  
Choice Partners  
Effectiveness and Compliance Review Form**

**[This form is used to document due diligence by Recommendation Committee]**

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To: Purchasing Audit File and Dr. Jesus J. Amezcua, CPA, Assistant Supt. for Business Services  
From Contract Manager: Monique Francis, Contract Manager; CP  
Purchasing Dept: Edna Johnson, Director

Job (Bid or RFP#) and Name: 23/045MF  
Demand Response Services  
Board Meeting Date: 9/20/2023  
Date: 8/25/2023

**Procurement Requirements Available:**

	<u>Check One</u>
_____	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
_____	Over \$50,000 (per CH Local)
_____ X	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and directors.)

## Supplier Scoring Summary

## 23/045MF Addendum 1 - Demand Response Services - Scoring Round

Supplier	Rank		Score	Choice Partners Scoring Criteria - Commodities							
	100			Price:	Vendor's Experience & Reputation:	Quality of products/services	Impact on ability to comply with laws and rules relating to HUB/MWBE/SBE:	Financial Capability:	Location in Texas:	Vendor's past relationship with CP/HCDE or CP Member:	Marketing Plan:
	1	79.00		40.00	20.00	25.00	0.00	5.00	0.00	5.00	5.00
Enerwise Global Technologies (	1	79.00	26.67	15.67	23.00	0.00	5.00	0.00	3.67	5.00	
		79.00	26.67	15.67	23.00	0.00	5.00	0.00	3.67	5.00	

### Evaluators:

Stephen Kendrick, HCDE  
Michael Robles, Choice Partners  
Jane Lopez, Choice Partners

Invitations were sent to 51 prospective bidders.  
Contracts are in accordance with TEC 44.031 and TGC 2269.

Non-Responsive	0
Non-Awarded	0
Award Threshold of 70	1
Total Responses	1

It is recommended that the following awards of annual contracts:

### Contract

23/045MF-01

Enerwise Global Technologies



# Supplier Participation

## 23/045MF Addendum 1

### Demand Response Services

Issue Date: 6/19/2023

Questions Deadline: 7/13/2023 02:00 PM (CT)

Response Deadline: 7/20/2023 02:00 PM (CT)

Choice Partners

#### Contact Information

Contact: Monique Francis  
Address: 6005 Westview Drive  
Houston, TX 77055  
Phone: (713) 316-4259  
Email: monique@hcde-texas.org

#### Participation Summary

Supplier	Email Status	Response Status
2x4 Group, LLC		Viewed
Advantage ColorGraphics (Advantage Mailing, LLC.)		Viewed
Alabama		No Response
APIA Source (APIA Source LLC)		No Bid
Bea Global Partners		Viewed
California		No Response
CFI Mechanical, Inc.		Viewed
Connecticut		No Response
Counseling In Color		Viewed
Delaware		No Response
Digital Menus System (VancoVision, LLC)		Viewed
Enerwise Global Technologies (d/b/a CPower) (CPower)		Submitted

Executive Pro High Cleaning Agency (Executive Pro High Cleaning Agency)	Viewed
Florida	No Response
Gervase Media & Paper, LLC	Viewed
High Country Roofing & Restoration	Viewed
IA-Advanced Telecom Solutions, LLC	Viewed
Illinois	No Response
Indiana	No Response
Iowa State	No Response
J R Downes Audio/Video Compny (John Downes)	Viewed
JEGON Industrial Services, LLC.	Viewed
JR Jones Roofing	Viewed
Kansas	No Response
Love Advertising	Viewed
Massachusetts	No Response
Minnesota	No Response
Mississippi	No Response
Missouri	No Response
New York	No Response
Newspring	Viewed
North Carolina	No Response
Ohio State	No Response
Oregon	No Response
Pantonium Inc.	Viewed
Pennsylvania	No Response
PWXpress (PWXpress)	Viewed
Ranger Security Service (AFM Security Services)	Viewed
Rhode Island	No Response
Roadrunner Moving & Storage (Roadrunner Ltd)	Viewed
South Carolina	No Response
SpringSpirit (SpringSpirit Inc.)	Viewed
Texas	No Response
Texas General Contractors, Inc.	Viewed

THG Energy Solutions	Viewed
UNTAPPED Genius	Unsubmitted
Virginia	No Response
Washington	No Response
West Virginia	No Response
Westco Ventures LLC	Viewed
Wisconsin	No Response

## Participant Detail

### 2x4 Group, LLC

Address:	11611 W Airport Blvd Suite H#143 Meadows Place, TX 77477 (713) 396-3596	Response Status:	Viewed
		Status Date:	7/19/2023 02:49 PM (CT)
Participation Type:	Active Supplier		
Initiation Type:	Not Invited		

### Advantage ColorGraphics (Advantage Mailing, LLC.)

Address:	1600 N Kraemer Blvd. Anaheim, CA 92806 (414) 379-5210	Response Status:	Viewed
		Status Date:	7/10/2023 01:39 PM (CT)
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Initiation Type:	Not Invited		

### Alabama

Address:	P.O. Box 5690 Montgomery, AL 36103 (334) 353-5680	Response Status:	No Response
		Initiation Date:	6/19/2023
		Initiation Emails:	
Participation Type:	Offline Supplier		
Email Status:			
Initiation Type:	Manual		

### APIA Source (APIA Source LLC)

Address:	6060 Azle Avenue, #700-160 Fort Worth, TX 76135 (817) 454-2842	Response Status:	No Bid
		Status Date:	7/14/2023 09:14 AM (CT)
		Response Date:	7/14/2023 09:18 AM (CT)
Participation Type:	Active Supplier		
Initiation Type:	Not Invited		

### Bea Global Partners

Address:	2750 FM 1463 Rd. Suite 150-37	Response Status:	Viewed
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Katy, TX 77494  
(832) 353-1770  
Status Date: 6/29/2023 09:34 AM (CT)  
Classifications: MBE  
SBE (Primary)  
HUB  
WBE  
Participation Type: Active Supplier  
Initiation Type: Not Invited

## California

Address: 707 3rd Street  
West Sacramento, CA 95605  
(916) 375-4936  
Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:  
Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

## CFI Mechanical, Inc.

Address: 6109 Brittmoore Road  
Houston, TX 77041  
(832) 467-8200  
Response Status: Viewed  
Status Date: 6/29/2023 05:48 AM (CT)  
Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Initiation Type: Not Invited

## Connecticut

Address: 450 Columbus Boulevard, Suite 5  
Hartford, CT 06103  
(860) 713-5228  
Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:  
Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

## Counseling In Color

Address: 3319 Atherton Canyon  
Houston, TX 77014  
(832) 661-0293  
Response Status: Viewed  
Status Date: 7/3/2023 05:04 PM (CT)  
Participation Type: Active Supplier  
Initiation Type: Not Invited

## Delaware

Address: 100 Enterprise Place  
Dover, DE 19904  
(302) 857-4554  
Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:  
Participation Type: Offline Supplier  
Email Status:

Initiation Type: Manual

### Digital Menus System (VancoVision, LLC)

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Address: 8750 Fawn Trail  
A-5  
Conroe, TX 77385  
(713) 294-2140

Response Status: Viewed  
Status Date: 7/14/2023 11:46 AM (CT)

Participation Type: Active Supplier

Initiation Type: Not Invited

### Enerwise Global Technologies (d/b/a CPower) (CPower)

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Address: 1001 Fleet Street  
Unit 400  
Baltimore, MD 20818  
(202) 999-8921

Response Status: Submitted  
Status Date: 6/22/2023 12:08 PM (CT)  
Response Date: 7/19/2023 01:49 PM (CT)

Participation Type: Active Supplier

Initiation Type: Not Invited

### Executive Pro High Cleaning Agency (Executive Pro High Cleaning Agency)

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Address: 9175 Shepherd Drive  
9175 shepered dr  
Beaumont, TX 77707  
(409) 673-9886

Response Status: Viewed  
Status Date: 7/20/2023 01:59 PM (CT)

Classifications: HUB (Primary)  
WBE

Participation Type: Active Supplier

Initiation Type: Not Invited

### Florida

---

Address: 4050 Esplanade Way  
Tallahassee, FL 32399  
(850) 487-9863

Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

### Gervase Media & Paper, LLC

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Address: 8190 Barker Cypress Rd  
Suite 1900 #1173  
Cypress, TX 77433  
(281) 219-9700

Response Status: Viewed  
Status Date: 7/6/2023 09:45 AM (CT)

Classifications: MBE  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Initiation Type: Not Invited

## High Country Roofing & Restoration

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Address: 9818 Fry Rd  
Suite 150, Unit 100  
CYPRESS, TX 77433  
(713) 518-3232

Participation Type: Active Supplier

Initiation Type: Not Invited

Response Status: Viewed

Status Date: 7/2/2023 12:15 PM (CT)

## IA-Advanced Telecom Solutions, LLC

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Address: 20711 Kingsford Trail LN  
Richmond, TX 77407  
(713) 965-6446

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Initiation Type: Not Invited

Response Status: Viewed

Status Date: 6/30/2023 11:19 AM (CT)

## Illinois

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Address: 100 W. Randolph  
Chicago, IL 60601  
(312) 814-4190

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

Response Status: No Response

Initiation Date: 6/19/2023

Initiation Emails:

## Indiana

---

Address: 402 W Washington St  
Indianapolis, IN 46204  
(317) 232-3061

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

Response Status: No Response

Initiation Date: 6/19/2023

Initiation Emails:

## Iowa State

---

Address: 321 East 12th Street  
Des Moines, IA 50319  
(515) 281-5796

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

Response Status: No Response

Initiation Date: 6/19/2023

Initiation Emails:

## J R Downes Audio/Video Compny (John Downes)

---

Address: 361 N. Briery Rd.  
Irving, TX 75061  
(214) 288-0094

Classifications: TAS

Response Status: Viewed

Status Date: 7/19/2023 02:11 PM (CT)



SBE (Primary)

Participation Type: Active Supplier

Initiation Type: Not Invited

## JEGON Industrial Services, LLC.

---

Address: 526 Kentucky St.  
South Houston, TX 77587  
(713) 946-1361

Response Status: Viewed  
Status Date: 7/19/2023 08:40 AM (CT)

Classifications: MBE  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Initiation Type: Not Invited

## JR Jones Roofing

---

Address: 5511 Mitchelldale St.  
Houston, TX 77092  
(713) 522-1600

Response Status: Viewed  
Status Date: 7/5/2023 10:50 AM (CT)

Classifications: CPC (Primary)

Participation Type: Active Supplier

Initiation Type: Not Invited

## Kansas

---

Address: 1000 SW Jackson St  
Topeka, KS 66612  
(785) 296-3425

Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## Love Advertising

---

Address: 3550 W. 12th St  
Houston, TX 77008  
(713) 552-1055

Response Status: Viewed  
Status Date: 7/18/2023 02:53 PM (CT)

Classifications: MBE  
CPC  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Initiation Type: Not Invited

## Massachusetts

---

Address: One Ashburton Place  
Boston, MA 02108  
(617) 502-8852

Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:

Participation Type: Offline Supplier

Email Status:  
Initiation Type: Manual

## Minnesota

Address: 75 Rev Dr. Martin Luther King Jr. Blvd.  
St. Paul, MN 55155  
(651) 201-2428  
Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:  
Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

## Mississippi

Address: Post Office Box 849  
Jackson, MS 39205  
(601) 359-3448  
Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:  
Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

## Missouri

Address: PO Box 809  
Jefferson City, MO 65102  
(573) 751-8130  
Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:  
Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

## New York

Address: 633 Third Avenue  
New York, NY 10017  
(212) 803-2412  
Response Status: No Response  
Initiation Date: 6/19/2023  
Initiation Emails:  
Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

## Newspring

Address: 8945 Long Point  
Suite 100  
Houston, TX 77055  
(713) 590-0100  
Response Status: Viewed  
Status Date: 7/20/2023 01:39 PM (CT)  
Participation Type: Active Supplier  
Initiation Type: Not Invited

## North Carolina

Address: 1301 Mail Service Center  
Response Status: No Response

Raleigh, NC 27699  
(919) 807-2330

Initiation Date: 6/19/2023

Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## Ohio State

---

Address: 4200 Surface Road  
Columbus, OH 43228  
(614) 466-8380

Response Status: No Response

Initiation Date: 6/19/2023

Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## Oregon

---

Address: 350 Winter St  
Salem, OR 97301  
(503) 986-0063

Response Status: No Response

Initiation Date: 6/19/2023

Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## Pantonium Inc.

---

Address: 145 Front St. East  
Toronto, ON M5A1E3  
Canada  
1 613 9229525

Response Status: Viewed

Status Date: 6/29/2023 08:16 AM (CT)

Participation Type: Active Supplier

Initiation Type: Not Invited

## Pennsylvania

---

Address: 508 Main Capitol Building  
Harrisburg, PA 17120  
(717) 783-3119

Response Status: No Response

Initiation Date: 6/19/2023

Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## PWXpress (PWXpress)

---

Address: 1900 Coffeeport Rd, ,  
Jacksonville, FL 32208  
(408) 676-8941

Response Status: Viewed

Status Date: 7/13/2023 09:17 AM (CT)

Participation Type: Active Supplier

Initiation Type: Not Invited

## Ranger Security Service (AFM Security Services)

---

Address:	9635 Southwest Frwy Houston, TX 77074 (713) 264-2829	Response Status:	Viewed
		Status Date:	7/18/2023 01:54 PM (CT)
Classifications:	MBE (Primary) CPC SBE		
Participation Type:	Active Supplier		
Initiation Type:	Not Invited		

## Rhode Island

---

Address:	1 Capitol Hill Providence, RI 02908 (401) 574-8670	Response Status:	No Response
		Initiation Date:	6/19/2023
		Initiation Emails:	
Participation Type:	Offline Supplier		
Email Status:			
Initiation Type:	Manual		

## Roadrunner Moving & Storage (Roadrunner Ltd)

---

Address:	12425 Chimney Rock Road Houston, TX 77035 (281) 460-5756	Response Status:	Viewed
		Status Date:	7/14/2023 04:57 PM (CT)
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Initiation Type:	Not Invited		

## South Carolina

---

Address:	Post Office Box 2825 Columbia, SC 29211 (803) 734-5044	Response Status:	No Response
		Initiation Date:	6/19/2023
		Initiation Emails:	
Participation Type:	Offline Supplier		
Email Status:			
Initiation Type:	Manual		

## SpringSpirit (SpringSpirit Inc.)

---

Address:	8526 Pitner Road Houston, TX 77080 (713) 201-4160	Response Status:	Viewed
		Status Date:	7/20/2023 12:47 PM (CT)
Participation Type:	Active Supplier		
Initiation Type:	Not Invited		

## Texas

---

Address:	111 East 17th Street Austin, TX 78774 (512) 463-6958	Response Status:	No Response
		Initiation Date:	6/19/2023
		Initiation Emails:	
Participation Type:	Offline Supplier		
Email Status:			

Initiation Type: Manual

### **Texas General Contractors, Inc.**

Address: 4601 South Wayside Drive  
Houston, TX 77087  
(713) 640-2025

Response Status: Viewed

Status Date: 7/13/2023 12:00 PM (CT)

Classifications: CPC (Primary)

Participation Type: Active Supplier

Initiation Type: Not Invited

### **THG Energy Solutions**

Address: 7155 Old Katy Road  
Suite N225  
Houston, TX 77024  
(877) 629-2894

Response Status: Viewed

Status Date: 6/30/2023 09:35 AM (CT)

Classifications: SBE (Primary)

Participation Type: Active Supplier

Initiation Type: Not Invited

### **UNTAPPED Genius**

Address: 3807 East Valley Drive  
Missouri City, TX 77459  
(949) 636-9164

Response Status: Unsubmitted

Status Date: 7/19/2023 12:05 PM (CT)

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Initiation Type: Not Invited

### **Virginia**

Address: 101 N 14th St  
Richmond, VA 23219  
(804) 786-6585

Response Status: No Response

Initiation Date: 6/19/2023

Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

### **Washington**

Address: P.O. Box 41160  
Olympia, WA 98504  
(360) 664-9760

Response Status: No Response

Initiation Date: 6/19/2023

Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

### **West Virginia**

Address: 1900 Kanawha Blvd

Response Status: No Response

Charleston, WV 25305  
(304) 558-2960

Initiation Date: 6/19/2023

Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## Westco Ventures LLC

---

Address: 4400 South Wayside  
Suite #101  
Houston, TX 77087  
(713) 492-1263

Response Status: Viewed

Status Date: 6/29/2023 06:36 AM (CT)

Classifications: MBE  
CPC (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Initiation Type: Not Invited

## Wisconsin

---

Address: P.O. Box 7864  
Madison, WI 53707  
(608) 264-9550

Response Status: No Response

Initiation Date: 6/19/2023

Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## Bid Activity Detail

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### 1st Advertisement

---

Activity Date: 6/16/2023 10:00 AM (CT)

Description:

### 2nd Advertisement

---

Activity Date: 6/19/2023 10:00 AM (CT)

Description:

### Pre-Proposal Meeting - Click here for Zoom link

---

Activity Date: 6/22/2023 10:00 AM (CT)

Description: Monique Francis is inviting you to a scheduled Zoom meeting.

Topic: Pre-Proposal Meeting for RFP# 23/045MF for Demand Response Services

Time: Jun 22, 2023 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

[https://hcde-texas-org.zoom.us/j/83032080053?](https://hcde-texas-org.zoom.us/j/83032080053?pwd=VkvHS2VvbjhUWUtmXRdY2tGV2FLdz09)

[pwd=VkvHS2VvbjhUWUtmXRdY2tGV2FLdz09](https://hcde-texas-org.zoom.us/j/83032080053?pwd=VkvHS2VvbjhUWUtmXRdY2tGV2FLdz09)



Meeting ID: 830 3208 0053

Passcode: 031187

---

One tap mobile

+13462487799,,83032080053#,,,,\*031187# US (Houston)

+16694449171,,83032080053#,,,,\*031187# US

---

Dial by your location

- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)

Meeting ID: 830 3208 0053

Passcode: 031187

Find your local number: <https://hcde-texas-org.zoom.us/j/keumpdJ3SX>

## Deadline for Questions

---

Activity Date: 7/13/2023 02:00 PM (CT)

Description:

## Proposals Due / Public Bid Opening - Click here for Zoom link

---

Activity Date: 7/20/2023 02:00 PM (CT)

Description: Monique Francis is inviting you to a scheduled Zoom meeting.

Topic: Public Bid Opening Meeting for RFP# 23/045MF for Demand Response Services

Time: Jul 20, 2023 02:00 PM Central Time (US and Canada)

Join Zoom Meeting

[https://hcde-texas-org.zoom.us/j/83401451154?](https://hcde-texas-org.zoom.us/j/83401451154?pwd=WG9oOFVwaEpkK3hqb0E4YUV3RnVsQT09)

[pwd=WG9oOFVwaEpkK3hqb0E4YUV3RnVsQT09](https://hcde-texas-org.zoom.us/j/83401451154?pwd=WG9oOFVwaEpkK3hqb0E4YUV3RnVsQT09)

Meeting ID: 834 0145 1154

Passcode: 929248

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One tap mobile

+13462487799,,83401451154#,,, \*929248# US (Houston)

+12532158782,,83401451154#,,, \*929248# US (Tacoma)

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Dial by your location

- +1 346 248 7799 US (Houston)
- +1 253 215 8782 US (Tacoma)
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)

Meeting ID: 834 0145 1154

Passcode: 929248

Find your local number: <https://hcde-texas-org.zoom.us/j/kFgBrBPdD>

## Anticipated Board Award

---

Activity Date: 9/20/2023 02:00 PM (CT)

Description:

## Regular Board Meeting

7. E. 2.

**Meeting Date:** September 20, 2023

**Title:** Contract Award for job no. 24/002TC for Disaster Mitigation  
Commodities/Services with Disaster Recovery Job Order Contract  
(JOC) Services Component

**Submitted For:** Jeff Drury, Choice Partners

**Submitted By:** Sophia  
Gutierrez

**Recommended Action:** Approve

**HCDE Goal(s):** 4. Provide  
cost  
savings  
by  
leveraging  
tax dollars

**Additional Resource  
Personnel:** Jane Lopez; Jeff Drury; Richard  
Vela; Yaritza Roman; Dr. Edna  
Johnson; Kendra Jackson; and  
Dr. Jesus Amezcua

**Facilities/Technology  
Approval Needed?:** None

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### Information

#### Posted Agenda Item:

**Approval of the Contract Award for job no. 24/002TC for Disaster Mitigation  
Commodities/Services with Disaster Recovery Job Order Contract Services Component**  
and delegate authority to the Superintendent or designee to negotiate, finalize, and execute  
contracts with the following vendors: Blackman Mooring of Texas, BMS  
CAT (24/002TC-01); Brown and Root Industrial Services, LLC (24/002TC-02); Cotton  
Commercial USA (24/002TC-03); DRC Fort Worth, LLC (24/002TC-04); ERC Environmental &  
Construction Services (24/002TC-05); Horizon International Group, LLC (24/002TC-06); JR  
Jones Roofing (24/002TC-07); Roadrunner Moving & Storage (24/002TC-08); Texas General  
Contractors, Inc.(24/002TC-09) for the period 9/20/2023 through 9/19/2024.

#### Subject:

Choice Partners Cooperative; Contract Award; Disaster Mitigation Commodities/Services with  
Disaster Recovery Job Order Contract Services Component; Revenue Generating

#### Rationale:

The process enacted was a Competitive Sealed Proposal (CSP) to acquire proposals from  
vendors to provide Disaster Mitigation Commodities/Services with Disaster Recovery Services  
(JOC) Component to HCDE/Choice Partners members.

One thousand seventy-four (1074) invitations were extended for proposals. Thirteen (13)  
responses were received from vendors. Each response was reviewed for compliance with  
CSP no. 24/002TC. Four (4) vendors did not meet the criteria and were non-awarded. Nine  
(9) vendors offered the best value to HCDE/Choice Partners and its members and were  
selected to be awarded.

HCDE/Choice Partner recommends awarding a one (1) year contract from 09/20/2023 through  
09/19/2024 to the vendors stated above in the Posted Agenda Item. Contract no. 24/002TC  
has the option for up to three (3) annual renewals. Anticipated revenue from contract no.

24/002TC will be an administrative fee of two percent (2%) on all sales under this contract.  
This contract is governed by Texas Education Code 44.031.

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### **Fiscal Impact**

**Included in FY budget Y/N:** Y

**Included in current budget amendment Y/N:** N

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### **Attachments**

Board Recommendation

Evaluation Summary

Participation List

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### **Form Review**

#### **Inbox**

Choice Partners

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Sophia Gutierrez

Final Approval Date: 09/05/2023

#### **Reviewed By**

Jane Lopez

Yaritza Roman

Edna Johnson

Jesus Amezcua

#### **Date**

08/25/2023 03:21 PM

08/29/2023 11:59 AM

09/01/2023 01:09 PM

09/05/2023 06:57 PM

Started On: 08/22/2023 01:00 PM



**Harris County Department of Education  
Choice Partners  
Proposal Recommendation Form  
Program Review**

[This form is used to document due diligence by Recommendation Committee]

**To:** Purchasing Division  
**From:** Recommendation Committee

Stephen Kendrick HCDE  
Michael Robles Choice Partners  
Mary Causey Choice Partners

Job (Bid or CSP#) and Name: 24/002TC Disaster Mitigation Commodities/Services with Disaster Recovery Job  
Board Meeting Date: 09/20/2023 Order Contract (JOC) Services Component  
Date: 08/25/2023

**Procurement Requirements Available:**

Check One	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
	Over \$50,000 (per CH Local)
<u>X</u>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached CSP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this CSP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and CSPs) prepared by all buyers & Director)

**Justification:**  
(Any information that pertains to this job (bid or CSP)

24/002TC Disaster Mitigation Commodities/Services with Disaster Recovery Job Order Contract (JOC) Services Component

Choice Partners members will utilize this contract for Disaster Mitigation Commodities/Services with Disaster Recovery Job Order Contract (JOC) Services Component. This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031 and Texas Government Code 2269. This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitations were sent to	1074	vendors
HCDE received	13	responses (see attached evaluation summary).

**Recommendation:**

HCDE is recommending with Choice Partners Cooperative for Blackmon Mooring of Texas / BMS CAT, Brown and Root Industrial Services, LLC., Cotton Commercial USA, DRC Fort Worth, LLC., ERC Environmental & Construction Services, Horizon International Group, LLC., JR Jones Roofing, Roadrunner Moving & Storage and Texas General Contractors, Inc.





**Harris County Department of Education  
Choice Partners  
Instructions to Recommendation Committee**

**[This form is used to document due diligence by Recommendation Committee]**

---

**To:**

**From Choice Partners - Contract Manager:** Recommendation Committee Tami Cyrus

**Job (Bid or CSP) # and Name:** 24/002TC Disaster Mitigation Commodities/Services with Disaster Recovery Job Order Contract (JOC) Services Component

**Board Meeting Date:** 09/20/2023

**Today's Date:** 08/25/2023

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification  
Bid Tabulation  
Copy of the Job (Bid or CSP) responses  
Set of Specs will be available for your review

Your responsibility for review of this job (bid or CSP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or CSP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or CSP) and submit the following forms by the required deadline for the next available Board Meeting:

**Signed Certification and Recommendation Form**

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

**Agenda Item (Prepared by Buyer handling the job/bid or CSP)**

Once, a recommendation is approved by the Board, the Purchasing Division will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



**Harris County Department of Education  
Choice Partners  
Effectiveness and Compliance Review Form**

**[This form is used to document due diligence by Recommendation Committee]**

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To: Purchasing Audit File and Jesus J. Amezcua, CPA, Assistant Supt. for Business  
From Contract Manager: Tami Cyrus  
Purchasing Dept: Edna Johnson, Director  
Job- Bid or CSP# and Name: 24/002TC Disaster Mitigation Commodities/Services with Disaster Recovery Job Order Contract (JOC) Services  
Board Meeting Date: Component  
09/20/2023  
Date: 08/25/2023

**Procurement Requirements Available:**

Check One

_____	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval) Over
_____	\$50,000 (per CH Local)
<u>  X  </u>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or CSP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

**(Note: This form is required of all jobs (bids and CSPs) prepared by all buyers and Director)**

# Supplier Scoring Summary

## 24/002TC - (1) Disaster Mitigation Commodities/Services with (2) Disaster Recovery Job Order Contract Services Component

Supplier	Rank Score		Choice Partners Scoring Criteria - JOC									
	Rank	Score	Pricing (JOC & Maintenance Price Component):	Vendor's Experience & Reputation:	Quality of products/services and extent to which the products/services meet HCDE/CP and CP members':	Impact on ability to comply with laws and rules relating to HUB/MWBE/SBE:	Vendor's safety record:	Financial Capability:	Location in Texas:	Vendor's past relationship with CP/HCDE or CP Member:	Marketing Plan:	
		100	40.00	15.00	25.00	0.00	3.00	5.00	0.00	7.00	5.00	
Blackmon Mooring of Texas_BMS_	1	86.67	37.00	12.67	21.67	0.00	1.33	4.67	0.00	5.67	3.67	
Texas General Contractors, Inc.	2	85.33	35.67	12.33	21.67	0.00	3.00	3.67	0.00	4.33	4.67	
Cotton Commercial USA	3	83.67	37.67	13.00	17.33	0.00	2.67	4.00	0.00	5.67	3.33	
Roadrunner Moving & Storage	4	83.33	39.33	9.33	20.00	0.00	2.67	3.00	0.00	4.67	4.33	
ERC Environmental & Constructi	5	81.33	31.67	12.67	20.67	0.00	2.67	3.67	0.00	5.33	4.67	
Brown and Root Industrial Serv	6	79.33	26.67	14.00	20.33	0.00	2.00	4.33	0.00	7.00	5.00	
Horizon International Group, L	7	79.00	28.67	12.00	21.33	0.00	2.67	5.00	0.00	5.33	4.00	
JR Jones Roofing	8	72.67	30.33	7.33	19.33	0.00	3.00	4.67	0.00	3.33	4.67	
DRC Fort Worth, LLC	9	71.33	34.00	5.67	19.67	0.00	3.00	3.33	0.00	0.67	5.00	
Servpro of Beaumont	10	63.33	30.00	7.33	15.33	0.00	2.67	2.67	0.00	1.00	4.33	
Prestige Building Maintenance	11	60.67	31.67	4.00	18.00	0.00	0.00	2.67	0.00	1.33	3.00	
Fitz Associates, LLC	12	60.00	27.67	6.67	15.00	0.00	3.00	2.33	0.00	2.67	2.67	
SERVPRO of Brazos Valley_ SERV	13	60.00	31.67	8.33	11.67	0.00	0.00	2.33	0.00	3.00	3.00	
		74.36	32.46	9.64	18.62	0.00	2.21	3.56	0.00	3.85	4.03	

### Non Responsive:

Invitations were sent to 1074 prospective bidders.  
Contracts are in accordance with TEC §44.031 and TGC 2269.

### Evaluators

Stephen Kendrick, HCDE  
Michael Robles, CP  
Mary Causey, CP

Non-Responsive 0  
Non-Awarded 4  
Award Threshold of **70** 9  
Total Responses: 13

### Annual Contract awards are recommended as follows:

#### Contract #:

24/002TC-01  
24/002TC-02  
24/002TC-03  
24/002TC-04  
24/002TC-05  
24/002TC-06  
24/002TC-07  
24/002TC-08  
24/002TC-09

#### Vendor Name:

Blackmon Mooring of Texas\_BMS CAT  
Brown and Root Industrial Services LLC  
Cotton Commercial USA  
DRC Fort Worth, LLC  
ERC Environmental & Construction Services  
Horizon International Group, LLC  
JR Jones Roofing  
Roadrunner Moving & Storage  
Texas General Contractors, Inc.

# Supplier Participation

24/002TC

## (1) Disaster Mitigation Commodities/Services with (2) Disaster Recovery Job Order Contract Services Component

Issue Date: 8/7/2023

Questions Deadline: 8/14/2023 02:00 PM (CT)

Response Deadline: 8/21/2023 02:00 PM (CT)

Choice Partners

### Contact Information

Contact: Tami Cyrus  
Address: CP Contract Manager  
NPO  
2nd  
6005 Westview Dr  
Houston, TX 77055  
Phone: (713) 696-1337  
Email: Tamara.Cyrus@hcde-texas.org

### Participation Summary

Supplier	Email Status	Response Status
1 Priority Environmental Services		No Response
1 Stone Solutions, LLC		No Response
2Tier Wholesalers		No Response
2x4 Group, LLC		No Response
308 Construction, LLC		No Response
360TXC, LLC		No Response
365 Paving & Construction LLC		No Response
3i Contracting LLC (3i Contracting LLC)		No Response

A & H Electric	No Response
a & i custom manufacturing llc	No Response
A Clearer Image	No Response
A Light Construction (A Light Construction)	No Response
A Ray of Sunshine Commercial Cleaning Company (Donald)	No Response
A W Farrell & Son Inc	No Response
A&E Development	No Response
A&M Environmental, LLC	No Response
A. Bargas & Associates, LLC	No Response
A.G.H. Environmental, Inc.	No Response
AA Distribution inc	No Response
AAA Painting	No Response
ABA Services (A Brush Above Services)	No Response
ABBA Construction	No Response
ABM Electric Inc.	No Response
ABM Janitorial Services	No Response
ABS MULTI SERVICES (ABS JANITORIAL SERVICE, LLC)	No Response
Absolute Waterproofing	No Response
Acme Architectural Hardware	No Response
Acme Fence Services Inc	No Response
ACTION RESTORATION, INC.	No Response
Acumen Enterprises, Inc.	No Response
Adept Facilities & Design, Inc.	No Response
ADG General Contractor & Construction (Affiliated Development Group LLC )	No Response
Adjusters International Colorado, Inc.	No Response
Advancetech Systems (Advancetech Systems 2, Inc.)	No Response
AdvantaClean of San Antonio (AdvantaClean of San Antonio)	No Response
Adventure Experiences, LLC	No Response
Advocate Solutions	No Response
Aeon Electrical, LLC (Aeon Electrical, LLC)	No Response
Aerodynamics Inspecting of Texas, LLC	No Response
AET Environmental (Source Environmental)	No Response

AFD Services LLC (AFD Services LLC)	No Response
Aftermath Disaster Recovery Inc. (Aftermath Disaster Recovery Inc.)	No Response
Aggieland Construction	No Response
Aggreko	No Response
AGH2O Holdings, LLC (AGH2O Holdings, LLC)	No Response
Agile Environmental, LLC	No Response
AHI Facility Services, Inc.	No Response
Air-an HVAC&R Mechanical Services LLC	No Response
Alabama	No Response
Alamo1 (Alamo Environmental, Inc.)	Viewed
Alegna Technologies, Inc.	No Response
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	No Response
All Around Construction Company, LLC	No Response
All Clean Services (All Clean Services)	No Response
All Doors and More	No Response
All Dry Services of SW Ohio (Aisling Investment Corp)	No Response
All Pro Commercial Services (APC Industries, LLC)	No Response
All Texas Electrical Contractors Inc.	No Response
Allen & Company Environmental Services	No Response
Allied electric Services Inc.	No Response
Ally Roofing Services	No Response
Alpha and Omega CS&C, Inc	Viewed
Alvin Equipment Company	No Response
amalgamated Services Inc.	No Response
Ameresco, Inc.	No Response
AMERICAN FLOORING SERVICES	No Response
American Technologies, Inc (American Technologies, Inc)	No Response
Amp Electric (Mac4 Industries LLC)	No Response
Amstar, Inc.	No Response
Andrew's Janitorial Service, Inc.	No Response
AP INSPIRES LLC	No Response
Apache Services, Inc.	No Response



APIA Source (APIA Source LLC)		No Bid
Aqua One LLC		Viewed
AR Frontier Service, LLC		No Response
Aramark Management Services Limited Partnership (Aramark SMMS LLC)		No Response
Arbor Masters Tree Service (Shawnee Mission Tree Service, Inc.)		Viewed
ARC Abatement, Inc.		No Response
Arc Light Electric, Inc.		No Response
Architectural Construction Group (Architectural Construction Group)		No Response
ardurra group		No Response
ARG Capital LLC		No Response
Arizpe Flooring		No Response
Armor Construction		No Response
Armor Gear		No Response
Arrow Exterminators		No Response
Artisan Consulting, LLC		No Response
Artius		No Response
ASA Builders, Inc		No Response
ASAP Roofing (Koppel & Kozel, LLC)		No Response
Ascension Roofing and Construction, LLC		No Response
ASD Consultants, Inc.		No Response
ASE Security Solutions LLC		No Response
AshBritt, Inc.		No Response
Aspire Sales & Electrical Services, LLC (Aspire Sales, LLC)		No Response
Association for the Advancement of Mexican Americans		No Response
Atkins Powerhouse Consulting LLC		No Response
Atlas Efficiency Solutions, LLC	Fail	No Response
Atlas Foundation Repair (Atlas Gulf Coast)		No Response
Atlas Pro Services, LLC		No Response
ATViroTech Inc. (ATViroTech Inc.)		No Response
AtWork Personnal Svices (Aceda Solutions)		No Response
ATX Fence Supply		No Response
Audio Visual Technologies Group, Inc. (Audio Visual Technologies Group, Inc.)		No Response

Avan Construction Inc.	Viewed
Avidex Industries LLC	No Response
AWWSOME STUFF (Anthony W. White)	No Response
Aztec Facility Services, Inc.	No Response
AZTECA Designs, Inc.	No Response
Azteca Enterprises, Inc. (Azteca Omega Group)	No Response
B & C CONSTRUCTORS, LP	No Response
B.K. Construction (B.K. Mechanical Services, Inc)	No Response
B2G VICTORY (B2G Victory, LLC)	Viewed
BAJ Construction, Inc. (Farshad)	No Response
Baldwin Cleaning Services	No Response
Ballew Construction, LLC	No Response
Barnett AC Home Repair And Commercial Services LLC	No Response
Barstone, Inc. (Barstone, Inc.)	No Response
Bartlett Cocke General Contractors	No Response
BaseLine Paving & Construction, Inc.	No Response
Basic Environmental Group, LLC	No Response
Basic SDV, Inc.	No Response
Bath Fitter	Viewed
Batterson, LLP	No Response
Bauer Sport Floors, Inc.	No Response
Baywood Exterminating Co	No Response
BBMK Contracting-BlueTeam	No Response
BC Commercial (Beach Construction, Inc.)	No Response
BE Staffing Solutions LLC (BE Staffing Solutions LLC)	No Response
BE&K Building Group, LLC (BE&K Building Group, LLC)	No Response
Bea Global Partners	No Response
Bear Construction Company	No Response
Bedrock International Group, LLC	No Response
BEK Co.	No Response
Belfor Property Restoration (BELFOR USA Group, Inc.)	No Response
Belknap Concrete	No Response

Belknap Plumbing Systems, Inc.		No Response
Best Green Cleaning (Best Green Cleaning)		No Response
Bey Commercial Construction LTD (Bey Commercial Construction LTD)		No Response
Binyod LLC (Binyod LLC)		No Response
BIO-ONE DFW (LONE STAR HALOS LLC)		No Response
Blackland Glass & Construction		No Response
Blackmon Mooring of Texas/BMS/CAT (BMS Holdings III Corp)		Submitted
BLS (Beyond Logistics Services)		No Response
BLS Construction, Inc.		No Response
Blue Heron Construction Services, LLC		No Response
Blue Ox Construction, Inc		No Response
BlueNet Technologies, Inc.		Viewed
BluGreen Pest Control		No Response
BMS CONSTRUCTION		No Response
boiler specialists sales and service		No Response
Bond Restoration Inc		No Response
Boyds Window Cleaning		No Response
Brandon Miller		No Response
Braun & Butler Construction		No Response
Brazos Commercial Roofing (Brazos – Valley Division, LLC)		No Response
Brazos Restoration & Waterproofing, Inc.		No Response
Brazos Urethane, Inc.		No Response
Brazos Valley Contractors Assoc		No Response
Briar Patch		No Response
Bright Horizon		No Response
Britain Electric (Britain Electric)		No Response
Brivenca Builders (The Brito Group, LLC)		No Response
Brookstone, LP (Brookstone, LP)		No Response
Broome Welding & Machine CO., Inc		No Response
Brown and Root Industrial Services, LLC	Warn	Submitted
BryMak & Associates Inc		No Response
Building Air Quality (BAQ Incorporated)		No Response

Building Solutions (Building Solutions)	No Response
Building Tech Team, LLC	No Response
Burman Construction, LLC	No Response
Business Flooring Partners, LLC	No Response
By Our Hands	No Response
C&B ELECTRIC & A/C SERVICES	No Response
C&L Consulting	No Response
C.A. Walker Construction (C.A. Walker Construction)	No Response
C1S Group, Inc.	No Response
CAI Services, LLC	No Response
Calico Construction and Development LLC	No Response
Calidad Construction, LLC dba Valley Supplies and Services	No Response
California	No Response
Callaway Solutions, LLC	No Response
Camacho Demolition LLC	No Response
Campaign Renovation	No Response
Cantex Roofing & Construction	No Response
Caprock Electric	No Response
Carlos Rodriguez	No Response
Carnegie Speech	Retracted
CARPET 911 CLEANING & RESTORATION (CARPET 911 CLEANING & RESTORATION)	No Response
Carrillo's Remodeling LLC	No Response
Castro Roofing of Texas, L.P.	No Response
Cat5 Resources LLC	Viewed
Cavalry Construction (Cavalry Construction)	No Response
CBRE   Heery (CBRE Heery, Inc.)	No Response
CDJ JONES LLC (Cubes Office Services)	No Response
CDM Contracting Services (CDM Contracting Services)	No Response
CDR Maguire, Inc.	No Response
CEC Facilities Group	No Response
Centennial Contractors Enterprises, Inc.	No Response
Centennial Moisture Control, Inc.	No Response

Centex Construction	No Response
cen-tex irrigation systems inc.	No Response
Century Mechanical Contractors, Inc.	No Response
Cettasale, Inc.	No Response
CFJ Construction and Environmental Services	No Response
CFW ENTERPRISES LLC	No Response
CGI Texas (Concrete Gel Injections Texas, Inc.)	No Response
Chase in Dreams, Speech and Drama (Deadra Chase)	No Response
Chavez Service Companies, Inc. (.)	No Response
Cherry House Moving (Cherry House Moving)	No Response
Child Care Associates	No Response
CHLOETA (Chloeta Fire, LLC)	No Response
CK Janitorial (CK Janitorial LLC)	No Response
Clean Air Systems, LLC	No Response
Clean and Green Solutions (EGR Exterior Services, LLC)	No Response
Clean SoftWash	No Response
Clean Up & Touch Up Crew Llc	No Response
Cleanbay Inc (Cleanbay Inc)	No Response
Cleaning At Your Service LLC	No Response
CleanNet of Houston	No Response
cLI-Energy and Construction LL	No Response
Closet Factory (GDJ Interests Inc.)	No Response
CMC Development & Construction Corporation LLC	No Response
CMST, LLC (Construction Managers of Southeast Texas, LLC)	No Response
Coastal Remediation (Coastal Remediation)	No Response
Coit, Inc. (Coit Services)	No Bid
COLEXAS DIGITAL INC	No Response
Colonial Roofing	No Response
Columbus Plumbing, LLC	No Response
Combined Refrigeration Resources, Inc.	No Response
Comflow Mechanical Services	No Response
Comfort Systems USA - South Central	No Response

Commercial Specialty Cleaning (Commercial Specialty Cleaning)		No Response
Commercial Technology Contractors Inc. (Commercial Technology Contractors Inc.)		No Response
Communications Cable Construction, LLC		No Response
Complete Companies Inc		No Response
Complete System Balance (Complete System Balance)		No Response
Concept Facility Services LLC		No Response
CONCORD COMMERCIAL SERVICES, INC		No Response
ConexED		Viewed
Connecticut		No Response
Consolidated Services of North America (Ximena Ramirez)		No Response
Constant & Associates		No Response
Constructconnect		Viewed
Construction Bid Source		No Response
Construction Journal		No Response
Construction Ltd		No Response
Construction Masters of Houston, Inc		No Response
Continuum Restoration Services, LLC		No Response
Contractors Plus Roofing & Construction, LLC (Contractors Plus Roofing & Construction, LLC)		No Response
Core 24/7 Restoration (Core 24/7 Restoration)		No Response
CORE construction services of Texas, Inc.		No Response
CORE Projects Group		No Response
Corey Construction Commercial Services (H&S Construction)		No Response
Corporate Care	Fail	No Response
Corporate Vision Inc		No Response
Corpus Groundworks, LLC		No Response
Cosmos Construction, Inc.		No Response
Cotton Commercial USA		Submitted
Council Rock Enterprises, LLC (Council Rock Enterprises, LLC)		No Response
Covid Safety Glass (Silent West LLC)		No Response
Craft Mechanical Insulation L.L.C.		No Response
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)		No Response



CRG Texas Environmental Services (CRG Texas Environmental Services)	No Response
Crimson Vision Enterprises	No Response
Critical Mass Connection	No Response
Crosley Construction & Design, LLC	Fail
CRT, GC DBA Caprock Construction	No Response
CRX inc	No Response
CS Construction and Development (TRESAN COMPANY)	No Response
Curtmont Global Services, Inc (GermSweep Atlantic, LLC)	No Response
Custom Tree Care, Inc.	No Response
Cut above landscape and irrigation	No Response
Cyclone FPV (Cyclone 3D, Inc.)	No Response
CZS Developers LLC (CZS Developers LLC)	No Response
D&M Renovation LLC	No Response
D.A.N.'s One Stop, LLC.	No Response
D.L. Bandy Constructors (D.L. Bandy Constructors)	No Response
D3 PAINTING SERVICES, LLC (D3 PAINTING SERVICES, LLC)	No Response
Daise Management, LLC (Alfred Daise)	No Response
DAL Construction Company	No Response
Dan Loc Group	No Response
DANIEL GE CONSTRUCTION INC	No Response
Danny's Laundry Service	No Response
DBL Management Solutions	No Response
Debbie J. Anders Consulting	No Response
Delaware	No Response
Demcon Demolition LLC	No Response
DEMS,LLC	No Response
DGR United	No Response
Diamond blade warehouse	No Response
Diamond8Industries (Diamond Eight Industries)	No Response
DIAZ-MEX CONSTRUCTION	No Response
DIG Engineers	No Response
Dillon Claims & Consulting Services LLC	No Response

Dillon Construction & Renovations, LLC	No Response
Disaster Program and Operations, Inc. (Disaster Program and Operations, Inc.)	No Response
Disaster Recovery Services, LLC	No Response
Disinfx	No Response
DISINGERM INC.	No Response
Diverse Consulting Enterprises, Inc.	No Response
Diversified Cleaning Services, LLC (Diversified Cleaning Services, LLC)	No Response
Diversified Services LLC (Calvin's Diversified Services LLC)	No Response
DivisionOne Construction LLC	No Response
DKI Commercial Solutions, LLC (DKI Restoration, LLC)	No Response
DNB Enterprises, Inc.	No Response
Dobro Services, LLC	No Response
Dodge Construction Network	Viewed
Dodson House Moving, LLC	No Response
DRC Emergency Services, LLC	No Response
DRC Fort Worth, LLC (DRC Fort Worth LLC)	Submitted
Dri Right Restoration Services of Texas (Dri Right Restoration Services of Texas)	No Response
Drymalla Construction Company	No Response
Drymore Company (Drymore Company)	No Response
DSTech Solutions, LLC	No Response
DT Construction, LP	No Response
Ductz of the Houston Bay Area (LoreDDa Ventures, Inc.)	No Response
Dudley Construction, Ltd. (Dudley Construction, Ltd.)	No Response
Dunhill Development and Construction	No Response
Dunn Lighweight Structures	No Response
Dunn's Logistics Inc	No Response
Duro-Last, Inc.	No Response
Dust trappers llc	No Response
E & F Construction enterprises llc	No Response
E & Hurd LLC	No Response
E Contractors LLC	No Response

E3 Entegral Solutions, Inc	No Response
EA Plumbing & Property Services (Evolution Alignment Inc)	No Response
eco Construction, Inc.	No Response
ECO Restoration & Cleaning Services (ECO Clean LLC)	No Response
EcoAccomm LLC	No Response
ecoclean, llc	No Response
EDEL Roofing & Construction Inc.	No Response
Educational Systems Consulting	No Response
EGC Inc	No Response
Elite Water and Coffee (Elite Water and Coffee)	No Response
E-Logic, Inc.	No Response
EMC Resurfacing (EMC Resurfacing)	No Response
EMPIRE COMPLETE JANITORIAL SERVICES LLC	No Response
Empire Construction Solutions	No Response
Energy Mechanical Services	No Response
Enprotec / Hibbs & Todd, Inc.	No Response
Enterprise Builders LLC	No Response
ENTRAM CORP	No Response
enviro services inc.	No Response
Enviro-Crews Cleaning LLC	No Response
Envirotest, Ltd.	No Response
Epic Solar Control, LLC	No Response
Eplusc3.com (Eplusc3.com)	No Response
Equipment Depot LLC (Equipment Depot)	No Response
Equipment Management Services	No Response
ERC Environmental & Construction Services, Inc.	Submitted
Ernst & Young LLP	Viewed
ESESIS Environmental Partners Corp	No Response
Europa Homes Construction LLC	No Response
Excel Beyond Circumstances (Meredith James)	No Response
Excel Medical Waste	No Response
Executive Pro High Cleaning Agency (Executive Pro High Cleaning Agency)	Viewed

ExerPlay, Inc	No Response
Exterior Creations Inc (Exterior Creations Inc)	No Response
Extreme Air Duct Cleaning And Restoration Services	No Response
EZ-ACCESS (Homecare Products Inc.)	No Response
F.H. Paschen, S.N.Nielsen & Associates LLC	No Response
Facilities Electric, Inc.	No Response
FACILITIES INTEGRATED SOLUTIONS & CONSULTING LLC	No Response
Facility Response Group (Facility Response Group)	No Response
Facility Solutions Group	No Response
Fazangelo Prosperity LLC	No Response
FCS Services	No Response
Ferguson Enterprises Inc	No Response
FERN Environmental LLC	No Response
Fidis Logistics, LLC	No Response
Filter Maintenance Company, Inc	No Response
FIRST NATIONAL HOMES,INC.	No Response
Fitz Associates, LLC	Submitted
Flintco, LLC (Flintco, LLC)	No Response
floors 2 adore	No Response
Floor-Tex Commercial Flooring, LLC	No Response
Floral Park Consulting LLC	Viewed
Florida	No Response
FMG Construction Development (FMG Construction Development)	No Response
FMG Construction Group, LLC	No Response
ForeFront Power	No Response
Forge CCM, Inc.	No Response
Fort Bend Mechanical & Construction LLC	No Response
Fort Worth Electric	No Response
Foundation Specialists	No Response
FRAGMA Construction Services, LLC (FRAGMA Construction Services, LLC)	No Response
Frame-Work Consult	No Response
Freese and Nichols, Inc.	No Response

Frontier Services Group (Frontier Services Group)	No Response
Frontier Waterproofing	No Response
FRS Trenchcore	No Response
Full Circle Cleaning	No Response
Fullidity LLC (Fullidity LLC)	No Response
Future Buildings (Future Sales (U.S.), Inc)	No Response
G.A.M. Construction Inc	No Response
G4C Enterprises, LLC	No Response
Gainsborough Waste	No Response
Gant Industries Inc	No Response
Gazelle Capital, LLC	No Response
GC Commercial Construction	No Response
Geaux Crates & Storage, LLC	No Response
General Commercial Solutions, LLC	No Response
General Sports Surfaces LLC	No Response
Generocity Services Inc.	No Response
GenStrong, LLC	No Response
Geofill Construction	No Response
George Meeks Landpro, Inc	No Response
Gerloff Company Inc.	No Response
GermWrap	No Response
Gilbane Building Company (Gilbane Building Company)	No Response
Glenn Mikeska Enterprises LLC (Glenn Mikeska Enterprises LLC)	No Response
Global Disaster Services, Inc.	No Response
Global Water Technology, Inc.	No Response
Goldstone Exterior Services	No Response
Good ol Boyz Plumbing (MDM Plumbing Services LLC)	No Response
Gotham Partners LLC	No Response
GrantWorks	Viewed
Grassroots Construction & Maintenance LLC	No Response
Green Arrow Excavation & Septic Services	No Response
Green Site, LLC	No Response

Greenspring Construction Services		No Response
Greywater Holding LLC dba X8 Environmental (Greywater Holding LLC dba X8 Environmental)		No Response
Groundbreaker Construction		No Response
GSD Construction		Viewed
GSI Highway		No Response
GTBMC LLC (Got To Be More Careful LLC)	Fail	No Response
Guardian Facility Solutions (Guardian Facility Solutions)		No Response
Gulf Coast Boiler Service Co. (TK Boilers, LLC)		No Response
Gulf Coast Painting & Construction		No Response
Gulf States Laundry Machinery		No Response
Gulftex (B J Interest, Inc.)		No Response
Gunn Janitorial LLC		No Response
GW Phillips Concrete Construction, Inc.		No Response
H.B. Neild & Sons, Inc.		No Response
H.N.A. Electric, Inc.		No Response
Hallmark Mitigation & Construction		No Response
hard work construction (hard work construction)	Fail	No Response
Hardy Construction (Hardy Stephenson LLC)		No Response
Harendt Construction Group, LLC.		No Response
Harness Roofing Inc.		Viewed
Harris Construction (RJ Harris Construction (Gulf Coast)LP)		No Response
Harrison, Walker & Harper, LP		No Response
Harvest Innovative Solutions LLC (Harvest Innovative Solutions LLC)		No Response
Hawkins Lease Service, Inc		No Response
HB Construction		No Response
HCDE CPC		Viewed
HCS, Inc. Commercial General Contractor		No Response
HEL-GIE LLC		No Response
HENECO ENGINEERING AND CONSULTING		No Response
Henock Construction		No Response
Henthorn Commercial Construction, LLC		No Response
Herc Rentals		No Response



Heritage One Roofing, Inc.	No Response
Hightower industries LLC	No Response
HISPANIC LEARNING CENTER	No Response
Hi-Tek Sound & Signal, Inc.	No Response
HJD Capital Electric, Inc.	No Response
Hoensty Environmental Services	No Response
HOLES INCORPORATED	No Response
Holtz/Adams Construction and Consulting, LLC	No Response
Home Medic Restoration & Remodeling (Aurora Amk, Inc)	Viewed
Honesty Construction Group (HCG Management LLC)	No Response
Hoodz of Greater Houston & College Station (SparkySpark Inc)	No Response
Hooper Strategies	No Response
Horizon International Group, LLC	Submitted
Horns Crew Trucking (Alvin Horn)	No Response
Houston Construction Services	No Response
Houston Elite Risk Management (T.R. Grace & Company, Inc.)	No Response
Houston Miracle Maids	No Response
HOUSTON'S #1 CLEANING SPECIALIST, LLC (Hernandez)	No Response
Houtex Electric	No Response
Hou-Tex Glass & Mirror Co (Hou Tex Newnom Inc.)	No Response
HQ-Sports LLC	No Response
Hubble Electronics, LLC (Same)	No Response
Hudson Building Systems	No Response
Hugh Patrick Constructors, Inc.	No Response
Hunt and Associates Inc.	No Response
Hyco Building Maintenance (Hyco Building Maintenance)	No Response
I/S Mechanical (Inno/lution)	No Response
ICC Construction Inc.	No Response
ICC Thermal Mapping and Data Analyitcs (Infrared Concepts Corporation)	No Response
ICI Construction, Inc. (ICI Construction, Inc.)	Viewed
ICON Diversified, LLC	No Response
Idelmar Construction LLC	No Response

IDG Services, Inc.	No Response
Idlewood Construction	No Response
IEM, Inc.	Viewed
IFS Group Inc.	No Response
IGH Contracting Services LLC	No Response
Ignatius Cleaning Solutions LLC	No Response
Illinois	No Response
Imani Quality Concept LLC	No Response
Imbue Cleaning Solutions (Imbue Cleaning Solutions)	No Response
Immenance Logistics	No Response
Impact Stone Design	No Response
IMS Dodge	No Response
INCREDIBLE AUTO CARE (INCREDIBLE AUTO CARE)	No Response
Indi Construction Partners (fka: A Status Construction LLC)	No Response
Indiana	No Response
Industrial Air Tool (PSS Industrial Group Corp)	No Response
INFINITY CONTRACTORS INT'L LTD	No Response
Inland Environments Ltd.	Viewed
Innovative Consulting LLC	Viewed
InnovsiteLLC	No Response
Institute for Building Technology and Safety	No Response
Intercon Environmental, Inc.	No Response
INTERNATIONAL PROPERTY DEVELOPMENTS LLC DBA THE SIGNATURE GROUP (INTERNATIONAL PROPERTY DEVELOPMENTS LLC DBA THE SIGNATURE GROUP)	Viewed
Interprise/Southwest Interior & Space Planning, Inc (Interprise/Southwest Interior & Space Planning, Inc)	No Response
Interstate Restoration LLC	No Response
Intex Flooring	No Response
INVZBL (INVZBL, LLC)	No Response
Iowa State	No Response
iParametrics, LLC	No Response
I-Raos, Inc	No Response
Isaulas Express Inc. (Isaulas Express Inc.)	No Response

ISES Corporation	No Response
IT Installs (BBSC Corp)	No Response
J Frank Consulting (Joan Frank)	No Response
J Reynolds & Co., Inc.	No Response
J THOMAS II CONSTRUCTION, LLC (J THOMAS II CONSTRUCTION, LLC)	No Response
J.L. Squared Construction (J.L. Squared Construction)	No Response
J.S. Electric, Inc.	No Response
J2 General, LLC (J2 General, LLC)	No Response
JaCody Construction, LP	No Response
Jahmor Janitorial Services	No Response
JAK Environmental, LLC	No Response
Jamail & Smith Construction, LP	No Response
Jarrar & Company, Inc.	No Response
JAX CONSTRUCTION	No Response
JBRI Construction Services, LLC	No Response
JC Stonewall Constructors, LP	No Response
Jeffrey's Landscaping	No Response
JEGAS Construction	No Response
JEGON Industrial Services, LLC.	No Response
JERICHO FOUNDATION REPAIR	No Response
Jet Industrial Service Group	No Response
Jim E Owens, Facilities Consulting, LLC	No Response
Jimenez Electric LLC	No Response
Jimtex Electric LLC (Jimtex Electric LLC)	No Response
JJ Flores Roofing (Roofing & Construction by JJ Flores, LLC)	No Response
JKAJ SERVICE CORP, LLC	No Response
JLA Construction Solutions	Viewed
JNI	No Response
JNJ RESURFACING DBA (JUAN JESUS ZAMORA)	No Response
Johnson Atala & Associates	No Response
Jomar Electrical Contractors (Jomar Contractors)	No Response
Jon M. Warren, LLC	No Response

Jones and Moore Hauling com	No Response
Jones Lang LaSalle (JLL)	No Response
Jones Walker LLP (Jones Walker LLP)	No Response
Jonmar Electric, Inc.	No Response
Jovisa Construction Corp (Jovisa Construction Corp)	No Response
JR Jones Roofing	Submitted
JR Thomas Group, Inc. (JR Thomas Group, Inc.)	No Response
JTB Services Inc	No Response
JUST CONSTRUCTION	No Response
Jv-janitorial	No Response
K & K Quality Contractors LLC (K & K Quality Contractors)	No Response
K & S Contracting, Inc	No Response
K&R Mechanical Services, LLC (K&R Mechanical Services, LLC)	No Response
KANKO (Floyd's Chores & Odd Jobs)	No Response
Kansas	No Response
Key HTX Development & Holdings (Key HTX Development & Holdings)	Viewed
KIDS ROBOTIC ACADEMY, LLC	Viewed
KIKO Construction (KIKOCon, Inc.)	No Response
Kilgore Industries	No Response
KING METALS & CORES	No Response
Kingham Dalton Wilson, Ltd. (Kingham Dalton Wilson, Ltd.)	No Response
Kitchen rescue	No Response
Kiwi Services	No Response
KMD Hospitality (KMD Hospitality LLC)	No Response
Knight Restoration Services (Knight Restoration Services)	No Response
Koetter Fire Protection of Houston, LLC	No Response
KR Allen Construction, LLC	No Response
Kriston Construction Company Inc (Kriston Construction Company Inc)	No Response
L&S Associates, LLC	No Response
L.D. Bundren Painting, Inc.	Viewed
L.SMURPHE.F Institute; Solutions by L.SMURPHE.F; L.SMURPHE.F Productions (L.SMURPHE.F Enterprises, Ltd. Co.)	Viewed
Labor Finders (LC Personnel)	No Response

Lady Liberty Group LLC	No Response
Landscape Professionals of Texas (LPT INC)	No Response
LaneStaffing, Inc.	No Response
Lange Mechanical Services, L.P.	No Response
LanMarc Construction (Marti M. Carder)	No Response
Latitudes Environmental LLC (Latitudes Environmental LLC)	No Response
LaTx Construction Services	No Response
Launch Point CDC, Inc.	No Response
Lawnsapes Unlimited	No Response
LBNM Corporation	No Response
Leather Only Products	No Response
Lee Services Inc.	No Response
Leidos, Inc.	No Response
Lessman Roofing and Sheet Meda (Lessman Roofing and Sheet Meda)	No Response
Level Infrastructure LLC	No Response
Levys On The Run Landscaping & Janitorial Services LLC	No Response
LGG Construction Inc (LGG Construction Inc)	No Response
Lighthouse Construction, LLC	No Response
Link Staffing Services (Stafflink, Inc.)	No Response
LMC Corp (Lee Construction and Maintenance)	Unsubmitted
Lockwood, Andrews & Newnam, Inc. (Lockwood, Andrews & Newnam, Inc.)	No Response
Logistical Concepts LLC	No Response
Logistical Maintenance	No Response
Lone Star TRS, LLC (Lone Star TRS, LLC)	No Response
LongCrete (Longhill Group, Inc.)	No Response
Lorraine Construction, Inc.	No Response
Lowes Companies Inc	No Response
L-Sync, LLC	No Response
Luchazie Construction (Luchazie General Store and Restaurant dba Luchazie Construction)	No Response
LUMAR Ventures (Luis M Dueno Medina)	No Response
LVC Technologies, LLC	No Response
Lynx Contractors, Inc.	No Response

M&H Lighting Systems (Mapenzi Group)		No Response
Macias Constructions, LLC		No Response
MAF ENTERPRISES, INC.		No Response
MAGIC ONE SERVICES LLC (MAGIC ONE SERVICES LLC)		No Response
Maid 2 Perfection Cleaning LLC	Fail	No Response
Mainfreight (Mainfreight)		No Response
MainStage Theatrical Supply		No Response
Maintenance World		No Response
Majestik Industries, L.L.C.		No Response
Major League Roofing		No Response
Mako Industries (Mako Olifield Services DBA Mako Industries)		No Response
Mammoth Roofing Services (Mammoth Services, LLC)		No Response
Managing Member (Managing Member)		No Response
Manns Carpentry		No Response
Marc Andre & Associates		No Response
MarFran Cleaning, LLC		No Response
Mark Collins Construction LLC		No Response
Mark Mills		No Response
Marksmen General Contractors, Inc.		No Response
Marles enerprises, LLC		No Response
Marseal Group		No Response
Marsh USA	Warn	No Response
Marsh Waterproofing, Inc		No Response
Mart, Inc.		No Response
Massachusetts		No Response
Mastercraft Ventures LLC		No Response
MBI Solutions LLC (MBI Solutions LLC)		No Response
MCA Communications		No Response
McClintock Plumbing		No Response
McCrory Engineering (McCrory Engineering)		No Response
Mcdaniel Builders Inc		No Response
McGhees, Lawn and Home Services (Kevin McGhee)		No Response



McGough Construction Co., LLC		No Response
McGraw-Hill Construction /Dodge Reports		No Response
McGriff Seibels and willams		No Response
McKinstry (McKinstry Essention, Inc.)		No Response
MCS Enterprises		No Response
McVey Paint & Wallcovering, Inc.		No Response
Mechanical Materials, LLC		No Response
MediSpreillc dba Medi-Pur		No Response
MERCER TECHNOLOGIES FIRM (MERCER TECHNOLOGIES FIRM)		Viewed
Metroclean Commercial Building Services (Soji Services, Inc. dba Metroclean)		No Response
MFM Industries (Melgar Facility Maintenance, LLC)		No Response
MFR Solutions, Inc.	Fail	No Response
MGM cleaning llc (Gorgees Benyamen)		No Response
MHE Intermediate Holdings,LLC (Miner Houston, Ltd)		No Response
Micro-X1 Inc.		No Response
Mid-Continental Restoration Company, Inc.		No Response
Midstate Energy, LLC, A Veregy Company		No Response
Mike Barnett Construction (M & S Barnett Construction Ltd.)		No Response
Milam & Co. Painting, Inc. (Milam & Co. Painting, Inc.)	Warn	No Response
Miller Insulation Co., Inc.		No Response
Minnesota		No Response
Miracle Method of Austin (Nartor Associates Inc)		No Response
Mississippi		No Response
Missouri		No Response
Mitchell Contracting		No Response
MJ McMurrey Construction LLC		No Response
MJR EDUCATIONAL SUPPLIES (MJR EDUCATIONAL SUPPLIES)		No Response
MK2 Service and Solutions, LLC		No Response
ML Deer Construction (ML Deer Construction)		No Response
MLN Service Company		No Response
MM CONCRETE CURBING LLC (MM CONCRETE CURBING LLC)		No Response
MMS-TX GROUP, LLC		No Response

Modernized Designs, LLC	No Response
Monmouth Solutions, Inc.	No Response
Mooring Recovery Services	Viewed
Morales Construction Services, Inc.	No Response
Morgan Electric Inc.	No Response
Morganti (Morganti)	No Response
MPACT STRATEGIC CONSULTING, LLC	No Response
Mr Electric of NW Houston	No Response
Mutual Industries Inc	No Response
MVI Construction (Miller Value Investments LLC)	No Response
MYCON GENERAL CONTRACTORS	No Response
Myron Mcdowell Construction	No Response
N E P painting contractors, inc	No Response
N&T Construction Co., Inc	No Response
Nacogdoches Iron Works, Inc.	No Response
NAH Sports Flooring, LLC	No Response
Namco Dallas (Namco Cleaning Solutions Inc)	No Response
Nathalie Holmes (Natalie Holmes)	Viewed
NATION WASTE INC	No Response
National Glazing Solutions, LLC	No Response
national led	No Response
Native Construction (Native Consolidated Management LLC)	No Response
Navigate Building Solutions	No Response
NCRI-National Catastrophe Restoration, Inc	No Response
Near Future LLC	No Response
Neighborhood Enrichment Xchange	No Response
NEIL TECHNICAL SERVICES CORP (NEIL TECHNICAL SERVICES CORP)	No Response
Network Cabling Services, Inc.	No Response
New York	No Response
Next Era Equipment Export LLC	No Response
NextGen Bin Cleaning (NextGen Bin Cleaning)	No Response
NJAC Construction	No Response

No Slip, Just Grip LLC	No Response
Nobe Nash, Inc	No Response
Noble Texas Builders, LLC	Viewed
North Carolina	No Response
NorthStar Demolition and Remediation, LP	No Response
Novium Group (Novium Group)	No Response
NVS Corporate Services, Inc.	No Response
OBELLO, INC	No Response
O'Donnell/Snider Construction (O'Donnell/Snider Construction)	No Response
Ohio State	No Response
OLVAZ Construction Inc.	No Response
Omega Builders Group, L.P.	No Response
Omega Engineers, Inc.	No Response
Omega Roofing & Construction	No Response
On Time Solutions (Dura Pier - TX, Inc.)	No Response
One More Round Inc	No Response
OneTeam (OneTeam)	No Response
On-Site Services US, Ltd. (On-Site Services US, Ltd.)	No Response
Optimum Nurse Aid Skills Training	Viewed
Oregon	No Response
Ortiz Construction Group LLC	No Response
P3 Janitorial Services (P3 Janitorial Services)	No Response
Pacific Environmental Group, LLC.	No Response
Palacios Marine & Industrial Coatings, Inc.	No Response
PARADISE AIR (Luck & Logic Inc.)	No Response
Paramount Metal Systems, LLC	No Response
Paratum Solutions (Paratum Solutions, LLC)	No Response
Party Props Inc.	No Response
Patriot Fence Company (Aquarius Chemical)	No Response
Patriot Medical Solutions, LLC	No Response
PCJ Consultants Inc.	No Response
Pennsylvania	No Response

Pennum Industries (Pennum, Inc.)	No Response
Pfeiffer & Son, Ltd.	No Response
PHD Resources & Taxes	No Response
PIC Printing	No Response
Pick Two Interprise,LLC	No Response
PL2O Construction & Consultancy	No Response
Platinum Fire Protection LLC	No Response
PMG PROJECT MANAGEMENT GROUP, LLC	No Response
Point Alliance Solutions	No Response
Polygon US Corporation	No Response
Portable Air, LC	No Response
Post L Group, LLC	No Response
Post Oak Construction LLC (Post Oak Construction LLC)	No Response
Power Field Services (Marine Connection Services, Inc.)	No Response
Power of Choosing Inc. (Power of Choosing Inc.)	No Response
Precision Construction & Roofing	No Response
Precision Management Solutioin Inc.	No Response
Preferred Technologies, LLC	No Bid
Premier Metalwerks, LLC	No Response
Premier Restoration and Construction (Big Thicket Ventures Llc)	No Response
Premier Shade Design, LLC (Muse)	No Response
PREMIUM PUMPS & CONTROLS LLC	No Response
Presidential Staffing Solutions	No Response
Prestige Building Maintenance	Submitted
PRIM Construction (Rachel Jenson)	No Response
Prime Facility Services Group, Inc.	No Response
Prime Maintenance & Construction	No Response
PRISM RESPONSE, LLC	No Response
Pristine Systems	No Response
Pristine-Plus (Pristine Plus Ventures LLC)	No Response
Prodigy Community Development	No Response
Progressive Roofing (Progressive Services, Inc.)	No Response

Proposal Riordan	No Response
Prosperity Project Management LLC (N/A)	No Response
Pro-Tech Facility Restoration, LLC	No Response
Proven Restoration LLC.	No Response
Province Holdings LLC	No Response
PSA Constructors Inc.	No Response
PTY Contractors LLC	No Response
Pure Clean Building Services	No Response
Pure Speed Lightwave	No Response
Purge Virus (Ecolite Holding LLC)	No Response
PuroClean Property Restoration	No Response
Q Recycling & Construction Services, Inc.	No Response
QC Laboratories, Inc.	No Response
Qing 21 Consulting & Marketing (Q21) (Tommy Elerby Jr)	No Response
QTO SOLUTIONS (QTO SOLUTIONS)	No Response
Quadra Mind Enterprise, Inc.	No Response
R & D ELECTRICAL, LLC	No Response
R Key Construction LLC (R KEY Construction LLC)	No Response
R Squared Electric LLC	No Response
R&L Building Group	No Response
R.L. Abatement, Inc.	No Response
R.L. ROHDE GENERAL CONTRACTING, INC.	No Response
RADgov, Inc.	Viewed
Radius Design Works, LLC	No Response
Rain King, Inc.	Viewed
Rainbow International of Nacogdoches (Henderbi LLC)	No Response
Rainbow International of Weatherford	No Response
Rainbow International of Webster	No Response
Rainbow International Restoration of San Antonio (Restoration Ventures Inc)	No Response
RAM Concrete & Asphalt, LLC	No Response
RAM Roofing Services LLC	No Response
Raus Construction LTD. (Raus Construction LTD.)	No Response

RCK Equipment Solutions (Curtis Collins and Katina Collins)		No Response
RDI Mechanical		No Response
Ready Trans Limited Liability Company		No Response
Real Network Services, Inc. (Crosley)		No Response
Rebecek Enterprises llc		No Response
Red Couch Interactive LLC (Red Couch Interactive LLC)		Viewed
Red Rocket Electric Llc		No Response
Red Towers Janitorial Services LLC		No Response
Regiment Commercial Construction		No Response
Reid's Estimating and Contracting LLC		Viewed
Renegade Construction LLC		No Response
Republic Services, Inc.		No Response
RES Construction 66 LLC		No Response
Restoration nation inc		No Response
Restoration Services, Inc. (A & E Tech Reps)	Fail	No Response
Revitalize Maintenance, LLC		No Response
Rhema Word of Life Church		No Response
Rhode Island		No Response
Right Choice cleaning & Restoration		No Response
Rio Roofing, Inc.		No Response
Rivera's Remodeling (Rivera's Remodeling Enterprises Inc.)		No Response
Riverwalk Marketing and Sales Inc		No Response
RIVMONT SERVICES LLC		No Response
RJY Group (RJY Group)		No Response
RKD Enterprise		No Response
RNDI COMPANIES		No Response
Roadrunner Moving & Storage (Roadrunner Ltd)		Submitted
Roadrunner Restoration (Progressive Fire & Flood, Inc)		No Response
Roberto Gamez (RP COS MANAGEMENT INC)		No Response
Rockin' D Fencing LLC		No Response
Rogers O'Brien Construction (Rogers O'Brien Construction)		No Response
Rolland Safe and Lock Company		No Response



RoofCARE		No Response
Roofing Designs by JR LLC (OEG Construction and Services)		No Response
Roosevelt General Contractors		No Response
Rostan Solutions LLC (Rostan Solutions LLC)		No Response
Royal American Services, Inc.		No Response
Royal Eagle Contracting		No Response
Royalty by Deziign LLC		No Response
RR CONNECTION CONSULTING		No Response
RS3 Turf		No Response
RSB Environmental (RSB Solutions Ltd Co)		No Response
RSG Southwest, LP		No Response
rutherford diversified industries inc		No Response
S Corporation		No Response
S&B Infrastructure, Ltd.		No Response
S&T Remodeling and construction		No Response
SAB Industries LLC		Viewed
Sabre Commercial		No Response
Salone Capital LLC		No Response
SAMES, INC.		No Response
Sandoval Contracting Inc. (Sandoval Contracting Inc.)		No Response
Saratoga Roofing & Construction (Mountain Top Enterprises, LLC)		No Response
Sawduzt Services, LLC.	Fail	No Response
SBA Houston (US Small Business Administration)		No Response
SBM General Contractor, LLC		No Response
Scogin Aire Mechanical (Scogin Aire Mechanical)		No Response
Scope28 (Scope28)		No Response
Scott Beck Construction.Inc		No Response
Scott Dennett Construction, LC (Scott Dennett Construction, LC)		No Response
SDB Contracting Services (SDB, Inc)		No Response
Sea-Breeze Roofing Inc		No Response
SecureAire LLC		No Response
SEDALCO, INC. (SEDALCO, INC.)		No Response

SEI. Service Express Inc. (Service Express Inc.)	No Response
SEMI USA CORPORATION	No Response
Seneca Mechanical LLC	No Response
Serenity Floor Care (Dirt Free Carpet & Tile Cleaning LLC)	No Response
Service Master Restore by United (Corpus Christi TRS, LLC)	No Response
Service Systems Inc	No Response
Service Wing Organic Solutions, LLC (Fuss)	No Response
ServiceMaster by ABC Services (Phil Bryant)	No Response
ServiceMaster by Centex (CSTR Services LLC)	No Response
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Viewed
Servpro Northeast Dallas	No Response
SERVPRO of Bear Creek (SPBC, LLC)	No Response
Servpro of Beaumont (Triangle Restoration)	Submitted
SERVPRO of Bellaire (Norlander Industries)	No Response
SERVPRO of Brazos Valley/ SERVPRO of Temple & Belton (G. Owens Enterprises, Inc.)	Submitted
SERVPRO of Dallas Love	No Response
SERVPRO of Friendswood/Pearland (ABM Restoration, LP)	Viewed
SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)	No Response
SERVPRO of North and East Central Houston	Viewed
SERVPRO of North Central Austin (Clean Slate Service, Inc.)	No Response
SERVPRO of Northwest San Antonio	Unsubmitted
Servpro of Pflugerville (Dimensions CLC, LLC)	No Response
Servpro of SFTC	No Response
SERVPRO of Spring/Tomball (AKS Holdings, Inc.)	No Response
SERVPRO of Stafford/Missouri City (Hollen Enterprises Inc)	No Response
Servpro of the Woodlands/Conroe (S & R Operations, Inc.)	No Response
Servpro of Town & Country, Servpro of Clear Lake (Jagwood, Inc.)	No Response
Servpro of Westfield (G&K Godwin Enterprises, Inc)	No Response
Session Tax Consulting & Grant Writing (Session Tax Consulting and grant writing)	No Response
SETEX Facilities & Maintenance, LLC (Preferred Facilities Group – USA LLC)	No Response
Seyforth Services (Seyforth Services Inc)	No Response

Sharjo LLC (ELITE RESTORATION HOLDINGS, LLC)		No Response
Shepard Forest (4325 Costa Rica, LLC DBA Shepard Forest)		No Response
Shine Janitorial & Restoration Inc		No Response
SI Restoration		No Response
Sigga Workforce Technologies		No Response
Sign Pro (Sign Pro)		No Response
Signature Electric Services, LLC		No Response
Sitek Omni Services, LLC		No Response
Skanska USA Building Inc.		No Response
Sky Spotless Cleaners (ADAM NAMAL)		No Response
SLL Services, LLC		No Response
Smart Pump Solutions, LLC. (Smart Pump Solutions, LLC.)		No Response
Smart Scholars Foundation		No Response
SmartChoice Roofing Solutions		No Response
SME & Associates (SME Advocate Associations, Inc)		No Response
SnapTemps Staffing, ProFinal Clean, ExactScreen, SafeSource (Affinity Professional Group, LLC.)	Fail	No Response
SNR Construction & Consulting LLC		No Response
Solentricx, Inc.	Fail	No Response
Solidarity Contracting Ilc		No Response
South Carolina		No Response
south texas boiler		No Response
SOUTH TEXAS PUMP INC		No Response
Southeast Technical Solutions		No Response
Southwest Hazard Control		No Response
SOUTHWEST WHOLESALE LLC		No Response
Sparkling Clear Industries		No Response
SpawGlass Construction Corp. (SpawGlass Construction Corp.)		No Response
Specialty Commercial Contractors		No Response
Specialty Painting & Wallcovering, Inc.		No Response
Splash Power Washing		No Response
Spur Employment, Inc. (Spur Employment, Inc.)		No Response

SSCI Environmental (Separation Systems Consultants, Inc.)	No Response
SSI LAND MANAGEMENT	No Response
Staff 4 Houston (TX Citywide Pro Services)	No Response
Standard Morgan Partners, LTD	No Response
Stanley Convergent Security (Stanley Convergent Security)	No Response
Statewide Services, LLC	No Response
STOA Architects	No Response
Strack Homes, LLC	No Response
Straight Line Comercial Cleaning and floor care (Straight Line LLC)	No Response
Straight Line Management (Straight Line Management LLC)	No Response
Strategic Partnerships, Inc.	No Response
STRAUS SYSTEMS INC (STRAUS SYSTEMS INC)	No Response
SuBSurfco, LLC	No Response
Successful Starters Learning Academy II	No Response
Sullivan Contracting Services (Pounds Group, LLC)	No Response
Sunsafe Film LLC	No Response
Suro Industries (Suro Industries)	No Response
Swinerton	No Response
Symone Construction Services, LLC	No Response
T&K's Mobile Detailing & Pressure Washing, Inc.	No Response
TAG Communications, L.P.	Viewed
Tates Contracting, LLC	No Response
Taylor Nicole	No Response
TDC Waterproofing & Restoration, LLC.	No Response
TDG General Contractors	No Response
Techland Houston (Bright Star Productions Inc.)	No Response
Tegrity Contractors (Tegrity Contractors)	No Response
Tellepsen Builders (Tellepsen Builders)	No Response
Telomack Cabling Solutions (Telomack Inc)	No Response
Tetra Tech, Inc.	Viewed
Tex Star Construction Services	No Response
Texas	No Response

Texas Association of African American Chambers of Commerce (TAAACC)		No Response
Texas Best Window Cleaning (Leslie Martin)		No Response
Texas Certified Roofing		No Response
Texas Chiller Systems		No Response
Texas Cooling Experts		No Response
Texas General Contractors, Inc.		Submitted
Texas Gold Roofing & More LLC (10718 LONESOME DOVE TRL)		No Response
Texas IAQ Specialists, Inc.		No Response
Texas Industrial Services, LLC		Viewed
Texas Landscape Group, LLC		No Response
Texas Metal Roundup	Fail	No Response
Texas One Construction, LLC		No Response
Texas Power Equipment Inc		No Response
Texas Precision Paving		No Response
Texas Striping and Curb Appeal (Lamont Lagrone)		Viewed
Texas Tree Team (Intermodal Facility & Maintenance, Inc.)		No Response
TexLaCon Inc.		No Response
The Arreis Group llc		No Response
The Auto Clinic (The Auto Clinic LLC)		No Response
The Baptiste Group LLC (The Baptiste Group LLC)		No Response
The Bid Calendar		No Response
The Clean Bee		No Response
The Comfort King (Gideon Lynn LLC)		No Response
The Deck & Canopy Company LLC		No Response
The Donatto Group		No Response
The Edu-Source Corporation		No Response
THE FENCE LADY INC.		No Response
The Filter Guy (The Filter Guy)		No Response
The Filter Man LLC		No Response
The Getch (THEGETCH PRIVATE LIMITED)		No Response
The Gonzalez Group, LP		No Response
The Kovacs Group		No Response

The MarketinGroup, LLC	No Response
The Ratliff Group, LLC	No Response
The Safeguard System Inc. (Safeguard System Inc.)	No Response
The Steam Team Inc.	No Response
The TEAMS Group, LLC	Viewed
The Trevino Group, Inc.	Viewed
The Unity One Movement, Incorporated	Viewed
The Urban Foresters	No Response
Thee Elite Cleaning Company LLC	No Response
THR Enterprises, Inc. d.b.a. JNE Green Team, Inc-Ultra Clean USA	No Response
Thunder River Construction, LLC	No Response
TinMan Enterprises (TX TinMan Enterprises, LLC)	No Response
Tippet Construction, LLC	No Response
TMI Solutions, LLC (TMI Solutions, LLC)	No Response
Tommy Klein Construction, Inc.	No Response
Top-Notch Commercial Group LLC (Top-Notch Commercial Group LLC)	No Response
TORIAZ LLC	No Response
Torrey Signs & LED (Torrey Lifestyle Investments, LLC DBA Torrey Signs & LED)	No Response
Total Lender Services LLC	No Response
Total Team Companies, LLC (Total Team Companies, LLC)	No Response
Total Team Construction	No Response
TouchView Inc	No Response
TP&R CONSTRUCTION, L.L.C.	No Response
Transcare llc	No Response
Travis Cox Plumbing Company, LLC	No Response
Treco Services, Inc. (Treco Services, Inc.)	No Response
Tree Guy, LLC	No Response
Tree Shepherds LLC	No Response
Trinity Roofing & Restoration (MCD Growth Services LLC)	No Response
Triple D Enterprises	No Response
Triple J Roof Solutions LLC (Triple J Roof Solutions LLC)	No Response
Triscend Group	No Response

Tri-Star Glass, Inc	No Response
TROOPER USA LLC (Villa 13, L.L.C.)	No Response
TRW MODERNFOLD CO., INC.	No Response
Tucker Construction (Jon Tucker Construction, LTD)	No Response
Tucon, LLC	No Response
Turner Construction Company	No Response
Turner Power and Construction, LLC (Turner Power Systems and Contractors, LLC)	No Response
Turnkey Industries	No Response
TWIST Integration Solutions Technology (TapeWorks Texas, Inc.)	No Response
TX Cleaning & Integral Solutions	No Response
TXO Restoration	No Response
U. S. WHOLESALE PRODUCTS	No Response
U.S Electronics recycling Center Inc (Isaac F Sunday)	No Response
Ultimate Choice Pressure Washing	No Response
Ultimate Plumbing	No Response
UM & C Enterprises, LLC	No Response
Unified Sunergy Systems LLC	No Response
United Restoration & Preservation, Inc	No Response
UPI Builders, LLC	No Response
UPKEEP PRESERVATION SERVICES LLC (MARIN)	No Response
US Executive LLC	No Response
US LED LTD (US LED LTD)	No Response
Vallelunga Enterprises LLC dba The Router Room,	No Response
Varsity Facility Services (Varsity Contractors)	No Response
Vessel Support Services (Vessel Support Services)	No Response
Video Industrial Services, Inc. (Video Industrial Services, Inc.)	No Response
Vincent Bonura Inc. (Vincent Bonura)	No Response
Virginia	No Response
Virtual Builders Exchange	Viewed
Virtus Group LLC	No Response
Visions Contractors Inc DBA Visions Transportation	No Response
Vistex Graphics, LLC (Vistex Graphics, LLC)	No Response



Vizion Crane & Industrial Support LLC		Viewed
Voceon Digital Radio Communications		No Response
Vortex Colorado		No Response
W. A. Robbins Construction Co., Inc.		No Response
wagner interiors (wagner interiors)		No Response
Ware Fencing, LLC		No Response
Washington		No Response
Wastewater Transport Services (American Allwaste LLC dba Wastewater Transport Services)		No Response
Water Splash INC		No Response
Waterman Construction (Waterman Construction)		No Response
Watkins & Associates Consulting Services LLC.		No Response
Way of Life Lawn & Maintenance LLC		No Response
WCD Enterprises, LLC		No Response
WeatherTech Roofing, LLC		No Response
Webber Commercial Construction, LLC		No Response
West Virginia		No Response
Westco Ventures LLC		No Response
Westwood Restoration, LLC		No Response
White Star Services, LLC		No Response
Wild Magnolia Landscaping LLC	Fail	No Response
Williams Technical Staffing		No Response
Wilson Contracting Services LLC		No Response
Window Systems of Texas Inc. (Window Systems of Texas Inc.)		No Response
Wisconsin		No Response
Witt O'Brien's, LLC		Viewed
Woodbe Property Preservation		No Response
Worldwide Power Products		No Response
Wrench, Inc. (Wrench, Inc.)		No Response
WW Mechanical		No Response
Wylie Construction Services		No Response
Yellowstone (BIO Landscape & Maintenance, Inc.)		No Response
Yunex, LLC		No Response

Z Smart, LLC	No Response
Zapata Janitorial Building & General Service, Inc.	No Response
Zenith Designs, LLC	No Response
Zenith Roofing and Waterproofing	No Response
ZOAT CONSTRUCTION SERVICES, LLC (ZOAT Construction/Handyman Services, LLC)	No Response

## Participant Detail

### 1 Priority Environmental Services

Address:	2573 Gravel Drive Fort Worth, TX 76118 (817) 595-0790	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	pbaldwin@go1priority.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### 1 Stone Solutions, LLC

Address:	1334 Brittmoore Rd Suite 2701 Houston, TX 77043 (832) 321-5876	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	jhipps@1stonesolutions.com
Classifications:	CPC SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### 2Tier Wholesalers

Address:	6022 Jester Drive Garland, TX 75044 (214) 906-5053	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	donnies@2tierwholesaleinc.com
Classifications:	MBE SBE HUB (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### 2x4 Group, LLC

Address:	11611 W Airport Blvd Suite H#143 Meadows Place, TX 77477 (713) 396-3596	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	Luis@2x4texas.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### 308 Construction, LLC

Address: 2126 Hamilton Dr.  
Suite 250  
Argyle, TX 76226  
(940) 387-4002

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: main@308gc.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### 360TXC, LLC

Address: 111 Congress ave #400  
Austin, TX 78701  
(877) 710-7474

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: tlester@360txc.com

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### 365 Paving & Construction LLC

Address: 1618 E. Griffin Parkway  
Mission, TX 78572  
(956) 607-0470

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: 365paving@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### 3i Contracting LLC (3i Contracting LLC)

Address: 4321 Directors Row Ste 104  
Houston, TX 77092  
(214) 231-0675

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jsmith@3icontracting.com  
RTR1001@gmail.com

Classifications: MBE  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### A & H Electric

Address: 3505 N Loop 336 West

Response Status: No Response

Conroe, TX 77304  
(936) 756-0442  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: brianw@ahelectric.com  
dgaskins@ahelectric.com  
jeffh@ahelectric.com  
julieb@ahelectric.com  
justinp@ahelectric.com  
erinr@ahelectric.com

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### **a & i custom manufacturing llc**

Address: 4337 Martinal  
brownsville, TX 78526  
(956) 592-6525  
Classifications: MBE (Primary)  
CPC  
HUB  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ismael.ai@hotmail.com

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### **A Clearer Image**

Address: 205 Sheffield In  
YORKTOWN, VA 23693  
(757) 755-5345  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: aci8430@gmail.com

---

### **A Light Construction (A Light Construction)**

Address: 17935 Brent Dr  
Dallas, TX 75287  
(972) 820-0060  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: alightconstruction@yahoo.com

---

### **A Ray of Sunshine Commercial Cleaning Company (Donald)**

Address: 736 cedar gate lane  
La marque, TX 77568  
(409) 655-7715  
Classifications: MBE (Primary)  
SBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: donald.james@arrayofsunshine.info

## A W Farrell & Son Inc

---

Address: 3649 Lake Shore Drive East  
Dunkirk, NY 14048  
(716) 366-4950

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mike.hutchings@awfarrell.com

## A&E Development

---

Address: 4606 FM 1960 W, Ste 417  
Houston, TX 77024  
(713) 825-6699

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gvasquez1@comcast.net

## A&M Environmental, LLC

---

Address: 101 Main St  
Pasadena, TX 77506  
(713) 678-7519

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: maria@aandmenvironmental.com  
sanjuana@aandmenvironmental.com

## A. Bargas & Associates, LLC

---

Address: P.O. Box 792056  
San Antonio, TX 78279-2056  
(210) 344-2821

Classifications: MBE  
CPC  
TAS  
TIP  
TXM  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bclausen@abargasco.com  
cbargas@abargasco.com

## A.G.H. Environmental, Inc.

---

Address: 13230 Gerngross Ln  
Houston, TX 77044  
(281) 642-4855

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sgreenaghenvronmental@yahoo.com

## AA Distribution inc

Address: 88 Parkhurst st  
Newark, NJ 07114  
(973) 698-5279

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: aali2580@yahoo.com

## AAA Painting

Address: 6005 Westview Rd.  
Houston, TX 77055  
(713) 696-2600

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## ABA Services (A Brush Above Services)

Address: 4346 Alexis Court  
College Station, TX 77845  
(979) 704-3077

Classifications: HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: thomas@abas.build

## ABBA Construction

Address: 15502 Hwy 3  
#802  
Webster, TX 77598  
(832) 276-4190

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## ABM Electric Inc.

Address: 276 NORTH HENRY STREET  
Brooklyn, NY 11222  
(718) 392-2122

Participation Type: Active Supplier

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: PREET@ABMELECTRIC.US

Email Status:  
Initiation Type: Automatic

### ABM Janitorial Services

Address:	3800 Buffalo Speedway Suite 325 Houston, TX 77098 (713) 928-5344	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	michelle.daniels@abm.com
Classifications:	HGA (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### ABS MULTI SERVICES (ABS JANITORIAL SERVICE, LLC)

Address:	11034 DENNIS ROAD DALLAS, TX 75229 (972) 406-9842	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	customerservice@absmultiservice.com sandraa@absmultiservice.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Absolute Waterproofing

Address:	1000A Sidney Baker South Kerrville, TX 78028 (830) 315-3010	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	millercris@ktc.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Acme Architectural Hardware

Address:	1006 West 34th Street Houston, TX 77018 (713) 263-1010	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	bmidkiff@aahdw.com mgalindo@aahdw.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Acme Fence Services Inc

Address:	2509 Minnis Dr Haltom City, TX 76117 (817) 831-8880	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	johndavis@acmefenceservices.net
Classifications:	WBE (Primary)		



Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

**ACTION RESTORATION, INC.**

Address: 5215 TWIN CITY HWY  
PORT ARTHUR, TX 77642  
(409) 962-1647

Classifications: TIP  
TXM  
SBE  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cholzapfel@action-restoration.com

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**Acumen Enterprises, Inc.**

Address: 1504 Falcon  
Desoto, TX 75115  
(972) 572-0701

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: wayne@acumen-enterprises.com

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**Adept Facilities & Design, Inc.**

Address: 3110 Lazy Lake Dr.  
Harlingen, TX 78550  
(972) 330-7643

Classifications: MBE  
TIP  
TXM  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dsm.afd@gmail.com  
tsm.afd@gmail.com

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**ADG General Contractor & Construction (Affiliated Development Group LLC)**

Address: 1920 N. Coit Rd., Suite 200-220  
Richardson, AL 75080  
(214) 414-3950

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: nate.roberts@adg-builds.com

Initiation Type: Automatic

### **Adjusters International Colorado, Inc.**

---

Address: 602 Park Point Drive  
Suite 206  
Golden, CO 80401  
(303) 526-0780

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: lestevs@ai-adjusters.com

Classifications: TCP (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **Advancetech Systems (Advancetech Systems 2, Inc.)**

---

Address: P.O. Box 771418  
suite 107  
Houston  
Houston, TX 77215  
(713) 777-7878

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: tgomes@advancetechsystems.com

Classifications: MBE  
DIR  
SBE  
HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **AdvantaClean of San Antonio (AdvantaClean of San Antonio)**

---

Address: 4700 West Timco Blvd Suite 119  
San Antonio, TX 78238  
(210) 259-8338

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ken.sloan@advantaclean.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **Adventure Experiences, LLC**

---

Address: 517 Mallard Lane  
Trinity, TX 75862  
(936) 594-2945

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: aei@advexp.com

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **Advocate Solutions**

---

Address: 9506 N. Sam Houston Pkwy E. Response Status: No Response

Humble, TX 77396  
(832) 984-7174

Initiation Date: 8/7/2023  
Initiation Emails: kirkjvaughn@hotmail.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **Aeon Electrical, LLC (Aeon Electrical, LLC)**

---

Address: 14026 FM 2100 Suite G  
Crosby, TX 77532  
(281) 328-0500

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: bids@aeon-team.com

Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **Aerodynamics Inspecting of Texas, LLC**

---

Address: PO Box 1888  
1205 N. Raul Longoria, STE A  
San Juan, TX 78589  
(956) 510-8022

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: aerodynamicstx@yahoo.com

Classifications: MBE (Primary)  
SBE  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **AET Environmental (Source Environmental)**

---

Address: 2141 Collins Rd., Ste. 701  
Denton, TX 76208  
(940) 380-0003

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Classifications: SBE (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **AFD Services LLC (AFD Services LLC)**

---

Address: 9212 Fry Road  
Suite 105 #245  
Cypress  
Cypress, TX 77433  
(832) 464-6085

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: info@afdsdcs.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

## Aftermath Disaster Recovery Inc. (Aftermath Disaster Recovery Inc.)

---

Address:	1826 Honeysuckle Lane Prosper, TX 75078 (972) 567-1489	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	RFPs@aftermathdisaster.com
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Aggieland Construction

---

Address:	PO Box 271 Wellborn, TX 77881 (979) 393-0080	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	bids@aggielandconstruction.com
Classifications:	CPC (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Aggreko

---

Address:	3732 Magnolia Pearland, TX 77584 (800) 244-7356	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## AGH2O Holdings, LLC (AGH2O Holdings, LLC)

---

Address:	3817 Bent Brook Drive Round Rock Round Rock, TX 78664 (512) 484-7611	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	jlesko@austin.rr.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Agile Environmental, LLC

---

Address:	1504 Beaconsire Rd. Houston, TX 77077 (832) 512-3132	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	r.monfared@agileenvironmental.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## AHI Facility Services, Inc.

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Address:	1253 Round Table Dr.	Response Status:	No Response
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Dallas, TX 75247  
(214) 876-2365  
Classifications: TIP (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Initiation Date: 8/7/2023  
Initiation Emails: lukebruns@ahifs.com

**Air-an HVAC&R Mechanical Services LLC**

Address: 330 E. Cherry St  
Duncanville, TX 75116  
(469) 245-3208  
Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: airan.hvac@gmail.com

**Alabama**

Address: P.O. Box 5690  
Montgomery, AL 36103  
(334) 353-5680  
Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

**Alamo1 (Alamo Environmental, Inc.)**

Address: 2900 Nacogdoches Rd  
San Antonio, TX 78217  
(210) 404-1220  
Classifications: MBE (Primary)  
SBE  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Response Status: Viewed  
Status Date: 8/8/2023 09:10 AM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: jsoto@alamo1.com  
smcbride@alamo1.com

**Alegna Technologies, Inc.**

Address: 3700 Kennesaw S. Industrial  
Drive NW  
Kennesaw, GA 30144  
(770) 855-3328  
Classifications: MBE (Primary)  
SBE  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ACabrera@AlegnaTechnologies.com

## ALL AMERICAN SPECIALTY CONSTRUCTION LLC

---

Address: 1780 HURD DRIVE  
IRVING, TX 75038  
(503) 516-9883

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mickeyaliff@gmail.com

## All Around Construction Company, LLC

---

Address: 1417 se 3001  
Andrews, TX 79714  
(254) 366-1782

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## All Clean Services (All Clean Services)

---

Address: 3707 Constitution Drive  
Grand Prairie  
Grand Prairie, TX 75052  
(469) 545-7812

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## All Doors and More

---

Address: 12784 county road 1320  
Sinton, TX 78387  
(361) 249-2895

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## All Dry Services of SW Ohio (Aisling Investment Corp)

---

Address: 4956 Indian Ridge Dr  
Aurora, IN 47001  
(513) 589-4379

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Nicholas.ashcraft@myalldry.com

Initiation Type: Automatic

### All Pro Commercial Services (APC Industries, LLC)

---

Address: 7604 BAKER BLVD  
ALL PRO CONSTRUCTION  
RICHLAND HILLS, TX 76118  
(817) 913-2003

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: Pat@allprocstx.com

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### All Texas Electrical Contractors Inc.

---

Address: 6016 Centralcrest St.  
Houston, TX 77092  
(713) 686-9444

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: bmontemayor@alltexaselectrical.net

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Allen & Company Environmental Services

---

Address: 1600 California Pkwy N  
fort worth, TX 76115  
(817) 887-9801

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: info@allenenviro.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Allied electric Services Inc.

---

Address: 4355 E. University  
Georgetown, TX 78626  
(512) 930-0767

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: james@alliedelectric.us

Classifications: HUB (Primary)  
WBE

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Ally Roofing Services

---

Address: 507 Rankin Circle North  
Houston, TX 77073  
(832) 617-8653

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: tchapman@allyroofingservices.com

Classifications: CPC  
SBE (Primary)



HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Alpha and Omega CS&C, Inc

---

Address: 300 South Grant Ave  
Odessa, TX 79761  
(432) 638-5496

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/21/2023 07:38 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: jjohnson@alphaomegan2.com

### Alvin Equipment Company

---

Address: 3375 E Highway 6  
Alvin, TX 77511  
(281) 331-3177

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: chris@alvinequipment.com

### amalgamated Services Inc.

---

Address: 21024 South 80th Ave  
Frankfort, IL 60423  
(815) 464-8447

Classifications: SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: GSA@am-serviceinc.com

### Ameresco, Inc.

---

Address: 7929 Brookriver Drive  
Suite 250  
Dallas, TX 75247  
(214) 208-5884

Classifications: TCP (Primary)  
TIP

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: wmccord@ameresco.com  
cnobles@ameresco.com  
dallums@ameresco.com  
janderson@ameresco.com  
rgeorgeoff@ameresco.com  
sprice@ameresco.com  
vdrieling@ameresco.com

### AMERICAN FLOORING SERVICES

---

Address: 310 Morton Street Suite 357  
Richmond, TX 77469  
(832) 868-9342

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: msmith7449@comcast.net

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### American Technologies, Inc (American Technologies, Inc)

Address: 1004 N Ave  
Suite 150  
Plano  
Plano, TX 75054  
(972) 389-1800

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gsales@atirestoration.com

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### Amp Electric (Mac4 Industries LLC)

Address: 3738 Shore Shadows  
Crosby, TX 77532  
(713) 903-1907

Classifications: HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: brian.ampelectric@outlook.com

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### Amstar, Inc.

Address: 1211 Pleasanton Road  
San Antonio, TX 78214  
(210) 927-5705

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: atanacio@amstarincgc.com

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### Andrew's Janitorial Service, Inc.

Address: 5970 Mohican Dr.  
Manteca, CA 95336  
(209) 373-9657

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### AP INSPIRES LLC

Address:	1025 nashboro blvd nashville tn nashville, TN 37217 (615) 474-6396	Response Status:	No Response
Classifications:	MBE (Primary) SBE	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	musiccitysupremeservices@gmail.com
Email Status:			
Initiation Type:	Automatic		

### Apache Services, Inc.

Address:	301 N. Shaver St. Pasadena, TX 77506 (713) 475-2200	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	jgolden@apache-services.com jjames@apache-services.com pblack@apache-services.com
Initiation Type:	Automatic		

### APIA Source (APIA Source LLC)

Address:	6060 Azle Avenue, #700-160 Fort Worth, TX 76135 (817) 454-2842	Response Status:	No Bid
Participation Type:	Active Supplier	Status Date:	8/9/2023 02:12 PM (CT)
Email Status:		Response Date:	8/9/2023 03:33 PM (CT)
Initiation Type:	Automatic	Initiation Date:	8/7/2023
		Initiation Emails:	didi@apiasource.com geoff@apiasource.com

### Aqua One LLC

Address:	8145 Country Ln Nederland, TX 77627 (409) 242-5260	Response Status:	Viewed
Classifications:	HUB (Primary)	Status Date:	8/11/2023 02:48 AM (CT)
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	krin@aquaonellc.com kay@aquaonellc.com
Initiation Type:	Automatic		

### AR Frontier Service, LLC

Address:	1069 Lena Wee Ave Del Rio, TX 78840 (830) 734-8295	Response Status:	No Response
Classifications:	MBE (Primary) SBE	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	arfrontierservice@gmail.com
Email Status:			
Initiation Type:	Automatic		

### Aramark Management Services Limited Partnership (Aramark SMMS LLC)

Address:	2400 Market Street	Response Status:	No Response
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Philadelphia, PA 19103  
(215) 238-3469

Initiation Date: 8/7/2023  
Initiation Emails: growth@aramark.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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### Arbor Masters Tree Service (Shawnee Mission Tree Service, Inc.)

Address: 8250 Cole Parkway  
Shawnee, KS 66227  
(913) 441-8888

Response Status: Viewed  
Status Date: 8/9/2023 11:32 AM (CT)

Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Initiation Type: Not Invited

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### ARC Abatement, Inc.

Address: 300 South 2nd Street  
Waco, TX 76701  
(254) 755-6700

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: dondaniel@arcabatement.com  
rickrickels@arcabatement.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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### Arc Light Electric, Inc.

Address: 6245 Brookhill Drive  
STE. 1  
Houston, TX 77087  
(281) 635-8160

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: shannon@arclightelectric.net

Classifications: SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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### Architectural Construction Group (Architectural Construction Group)

Address: 2500 West Loop South  
Suite 330  
Houston, TX 77027  
(281) 779-4797

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: gatala@acghouston.com  
wdasher@acghouston.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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### ardurra group

Address: 2032 buffalo terrace

Response Status: No Response

houston, TX 77019  
(713) 540-5512

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails:

## ARG Capital LLC

---

Address: 3363 McCue Rd #112  
Houston, TX 77056  
(713) 352-9139

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: thomaskorstad@gmail.com

## Arizpe Flooring

---

Address: 1575 US HWY 281 suite #210  
Brownsville, TX 78520  
(956) 545-8520

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: arizpeflooring@hotmail.com

## Armor Construction

---

Address: 11841 Emily Ct.  
El Paso, TX 79936  
(915) 921-6423

Classifications: MBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: lorenzopena1024@gmail.com

## Armor Gear

---

Address: 6140 Highway 6 S #1127  
Missouri City, TX 77459  
(281) 763-1939

Classifications: MBE  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sheoop@aol.com  
kami.shahid@gmail.com

## Arrow Exterminators

---

Address: 9000 Jameel Rd ste 100

Response Status: No Response

Houston, TX 77040  
(940) 456-0028  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: rcoleman@arrowexterminators.com

---

### Artisan Consulting, LLC

Address: PO Box 6819  
McAllen, TX 78502  
(956) 353-8640  
Classifications: HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: consultant@artisanservicesgroup.com

---

### Artius

Address: 8880 Rio San Diego Dr. STE 800  
San Diego, CA 92108  
(337) 422-7639  
Classifications: MBE (Primary)  
SBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: theo@artiusit.com

---

### ASA Builders, Inc

Address: 2628 E Sam Pkwy S  
pasadena, TX 77503  
(713) 962-6827  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: huntingtexas@sbcglobal.net

---

### ASAP Roofing (Koppel & Kozel, LLC)

Address: 13026 Kallan Ave  
Tyler, TX 75703  
(903) 363-9160  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

---

### Ascension Roofing and Construction, LLC

Address: 2001 Karbach suite G

Response Status: No Response

Houston, TX 77092  
(832) 412-1422  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails:

### **ASD Consultants, Inc.**

---

Address: 8120 North IH 35  
Suite 200  
Austin, TX 78753  
(512) 836-3329

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: curtis2aia@gmail.com

Classifications: MBE  
SBE  
HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **ASE Security Solutions LLC**

---

Address: PO Box 750924  
HOUSTON, TX 77275  
(877) 411-6625

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: victor@asemsu.com

Classifications: MBE (Primary)  
SBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **AshBritt, Inc.**

---

Address: 565 E Hillsboro Blvd  
Deerfield Beach, FL 33441  
(954) 545-3535

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: rmilner@ashbritt.com  
rray@ashbritt.com

Classifications: HGA (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **Aspire Sales & Electrical Services, LLC (Aspire Sales, LLC)**

---

Address: 13000 MURPHY RD  
Suite 118  
Stafford, TX 77477  
(281) 242-2471

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: rickjanak@aspireales.net

Classifications: HUB  
WBE (Primary)  
Participation Type: Active Supplier



Email Status:  
Initiation Type: Automatic

---

### Association for the Advancement of Mexican Americans

---

Address:	6001 Gulf Freeway, TX 77023 (713) 967-6700	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	mcardona@aama.org
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

### Atkins Powerhouse Consulting LLC

---

Address:	8020 Crimea Lane Fort Worth, TX 76123 (832) 535-1132	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

### Atlas Efficiency Solutions, LLC

---

Address:		Response Status:	No Response
Classifications:	SBE (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	ty@atlas-e.com
Email Status:	Fail		
Initiation Type:	Automatic		

---

### Atlas Foundation Repair (Atlas Gulf Coast)

---

Address:	8935 Solon Rd Houston, TX 77064 (713) 641-4844	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

### Atlas Pro Services, LLC

---

Address:	PO Box 40 Martindale, TX 78655 (512) 757-2595	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	atlas.brett@gmail.com
Classifications:	HUB (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### ATViroTech Inc. (ATViroTech Inc.)

---

Address: 1918 Mackenzie Way  
Missouri City  
Missouri City, TX 77489  
(832) 692-7996

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: altownsend@atvirotech.com

### AtWork Personnel Services (Aceda Solutions)

---

Address: 4544 Post Oak Place Drive  
Suite 255  
Houston, TX 77027  
(281) 674-7060

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### ATX Fence Supply

---

Address: 17301 S IH 35 Frontage Rd #107  
Buda, TX 78610  
(512) 312-4699

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### Audio Visual Technologies Group, Inc. (Audio Visual Technologies Group, Inc.)

---

Address: 12502 Exchange Dr.  
Suite 404  
Stafford, TX 77477  
(281) 240-2100

Classifications: HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: lgomez@avtg.com

### Avan Construction Inc.

---

Address: 5722 Fairdale Ln

Response Status: Viewed

Suite 200  
Houston, TX 77057  
(713) 686-1900

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Status Date: 8/7/2023 11:53 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: sati@avanconstruction.com

---

### Avidex Industries LLC

Address: 20382 Hermana Circle  
Lake Forest, CA 92630  
(949) 428-6333

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: biddesk@avidex.com

---

### AWWSOME STUFF (Anthony W. White)

Address: 605 Winterfield Drive  
#1807  
Hutto, TX 78634  
(973) 277-2191

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: awwmitch1@gmail.com

---

### Aztec Facility Services, Inc.

Address: 11000 S Wilcrest Drive  
Suite 125  
Houston, TX 77099  
(281) 668-9000

Classifications: MBE  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

---

### AZTECA Designs, Inc.

Address: 20956 Somerset Rd  
Somerset, TX 78069  
(210) 375-1900

Classifications: MBE  
TAS  
TXM  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: castellano@aztecadesigns.com

Email Status:

Initiation Type: Automatic

---

**Azteca Enterprises, Inc. (Azteca Omega Group)**

---

Address: 3340c Greens Road, Suite 900      Response Status: No Response  
Houston, TX 77032  
(281) 205-4718      Initiation Date: 8/7/2023  
Initiation Emails:

Classifications: MBE  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

**B & C CONSTRUCTORS, LP**

---

Address: 27835 FM 2978 Rd.      Response Status: No Response  
Magnolia, TX 77354  
(713) 932-9400      Initiation Date: 8/7/2023  
Initiation Emails: charles@bcconstructors.com  
paul@bcconstructors.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

**B.K. Construction (B.K. Mechanical Services, Inc)**

---

Address: 650 Nth 2nd St      Response Status: No Response  
Silsbee, TX 77656  
(409) 385-3408      Initiation Date: 8/7/2023  
Initiation Emails: bkay@bkmechanical.com

Classifications: CPC  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

**B2G VICTORY (B2G Victory, LLC)**

---

Address: 12606 Spellbrook Point Lane      Response Status: Viewed  
Tomball, TX 77070  
(832) 305-6958      Status Date: 8/9/2023 01:26 PM (CT)

Participation Type: Active Supplier

Initiation Type: Not Invited

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**BAJ Construction, Inc. (Farshad)**

---

Address: 2430 Pebble Beach Dr      Response Status: No Response  
League City, TX 77573  
(832) 205-5465      Initiation Date: 8/7/2023  
Initiation Emails: bajconstructioninc@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Baldwin Cleaning Services**

Address: 2003 Wedgewood Place  
Unit B  
Waldorf, MD 20602  
(301) 538-1177

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Ballew Construction, LLC**

Address: P.O. BOX 457  
KATY, TX 77492  
(832) 748-5112

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: estimating@ballewcon.com  
robert@ballewcon.com

Classifications: CPC  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Barnett AC Home Repair And Commercial Services LLC**

Address: 21415 Brighton Hollow Lane  
Katy, TX 77449  
(281) 647-0083

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: barnethomerepair@aol.com

Classifications: HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Barstone, Inc. (Barstone, Inc.)**

Address: 8000 W Interstate 10 Ste 681  
San Antonio  
San Antonio, TX 78230  
(972) 400-1802

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: admin@barstonecompany.com

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Bartlett Cocke General Contractors**

Address: 7904 N. Sam Houston Pkwy. W.  
#100  
Houston, TX 77064  
(281) 900-1489

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: mkrekowski@bartlettcocke.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **BaseLine Paving & Construction, Inc.**

---

Address: P.O. Box 1606  
Magnolia, TX 77353-1606  
(281) 356-2833

Classifications: CPC  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: admin@baselineconstruction.com  
Baselineinc@msn.com

### **Basic Environmental Group, LLC**

---

Address: 11339 Neeshaw Dr  
Houston, TX 77065-4090  
(832) 617-8815

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: agirndt@basiceg.com

### **Basic SDV, Inc.**

---

Address: 10713 FM 620 North, Suite F-622  
Austin, TX 78726  
(512) 364-0693

Classifications: CPC  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jdavis@basicsdv.com

### **Bath Fitter**

---

Address: 5911 Rittiman Plaza #2  
San Antonio, TX 78218  
(210) 764-6455

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/10/2023 07:46 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: jmorales@bathfitter.com  
jtrevino@bathfitter.com

## **Batterson, LLP**

Address:	6800 Dixie Dr Houston, TX 77087 (713) 688-5433	Response Status:	No Response
Classifications:	SBE (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	david@batterson.com
Email Status:			
Initiation Type:	Automatic		

## **Bauer Sport Floors, Inc.**

Address:	PO Box 41858 Houston, TX 77241 (713) 939-0157	Response Status:	No Response
Classifications:	TAS (Primary) TIP	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	rebecca@bauerfloor.com
Email Status:			
Initiation Type:	Automatic		

## **Baywood Exterminating Co**

Address:	5910 FM 2100 Crosby, TX 77532 (281) 328-3665	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	baywoodext@att.net
Initiation Type:	Automatic		

## **BBMK Contracting-BlueTeam**

Address:	6800 Broken Sound Pkwy., NW Suite 300 Boca Raton, FL 33487 (954) 928-3870	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	rlister@blueteamcorp.com
Initiation Type:	Automatic		

## **BC Commercial (Beach Construction, Inc.)**

Address:	19220 Space Center Blvd Suite 1422 Houston, TX 77058 (281) 282-9411	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	
Initiation Type:	Automatic		

## **BE Staffing Solutions LLC (BE Staffing Solutions LLC)**



Address: 507 N. Sam Houston Pkwy E.  
Ste 600N  
Houston  
Houston, TX 77060  
(281) 995-5140

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Brittany@bestaffingsolutions.net

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### BE&K Building Group, LLC (BE&K Building Group, LLC)

Address: 4545 Post Oak Place Dr  
Suite 110  
Houston, TX 77095  
(281) 245-3940

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jessica.mcknight@bekbg.com

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### Bea Global Partners

Address: 2750 FM 1463 Rd. Suite 150-37  
Katy, TX 77494  
(832) 353-1770

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

---

### Bear Construction Company

Address: 1501 Rohlwing Rd  
Rolling Meadows, IL 60008  
(847) 222-1900

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: m.k12@bearcc.com

---

### Bedrock International Group, LLC

Address: 800 West Sam Houston Pkwy  
South  
Suite 135  
Houston, TX 77042  
(832) 582-7685

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: iqamar@bedrockgroupllc.com

Initiation Type: Automatic

### BEK Co.

Address: 923 Pine Meadow dr.  
Missouri City  
Missouri City, TX 77489  
(281) 798-1571

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: bekcotx@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Belfor Property Restoration (BELFOR USA Group, Inc.)

Address: 4820 IH 35 N  
Waco, TX 76705  
(254) 799-8400

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: gary.alexander@us.belfor.com  
regina.stecher@us.belfor.com  
tammy.kleine@us.belfor.com

Classifications: CPC  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Belknap Concrete

Address: 9030 Solon Rd.  
Houston, TX 77064  
(281) 955-6812

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: estimating@belknapconcrete.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Belknap Plumbing Systems, Inc.

Address: 9030 Solon Rd.  
Houston, TX 77066  
(832) 912-6733

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: estimating@belknapplumbing.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Best Green Cleaning (Best Green Cleaning)

Address: 9494 Southwest Fwy. Ste. 450-E  
Houston  
Houston, TX 77074  
(409) 789-2875

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: bestgreencleaningtx@gmail.com

Classifications: USC (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Bey Commercial Construction LTD (Bey Commercial Construction LTD)**

---

Address: 301 Dennis Street  
Humble, TX 77338  
(281) 446-3877

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: brichardson@beycc.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Binyod LLC (Binyod LLC)**

---

Address: 4715 Round Rock Court  
Sugar Land  
Sugar Land, TX 77479  
(713) 480-4772

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **BIO-ONE DFW (LONE STAR HALOS LLC)**

---

Address: 820 S MacArthur Blvd  
STE 105-365  
Coppell, TX 75019  
(972) 850-8246

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Blackland Glass & Construction**

---

Address: 120 Taylor Plaza Drive  
Greenville, TX 75402  
(903) 455-7100

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: billy@blacklandglass.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Blackmon Mooring of Texas/BMS/CAT (BMS Holdings III Corp)**

---

Address: 10511 Kipp Way Dr  
Ste 400  
Houston, TX 77099  
(346) 302-3561

Response Status: Submitted  
Status Date: 8/15/2023 03:02 PM (CT)  
Response Date: 8/21/2023 10:00 AM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: lchilds@bmscat.com  
akircus@bmsmanagement.com  
mschultz@bmsmanagement.com

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

nestes@bmsmanagement.com

### **BLS (Beyond Logistics Services)**

---

Address: 189 Nodena Drive  
Dripping Springs, TX 78620  
(281) 710-3177

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sales@beyondls.com

### **BLS Construction, Inc.**

---

Address: 207 Fahrenthold St  
El Campo, TX 77437  
(979) 543-2696

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### **Blue Heron Construction Services, LLC**

---

Address: 10639 Clodine Road  
Richmond, TX 77407  
(832) 858-4651

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: pgarza@blueherontx.com

### **Blue Ox Construction, Inc**

---

Address: 3710 Lake Falls Drive  
Fulshear, TX 77441  
(832) 690-2572

Classifications: CPC (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jmarcano@blueoxconstruction.net

### **BlueNet Technologies, Inc.**

---

Address: 13355 Noel Rd.

Response Status: Viewed

Dallas, TX 75240  
(972) 638-0159  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Status Date: 8/14/2023 05:47 PM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: bluenettechnologies1@gmail.com

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### BluGreen Pest Control

Address: PO Box 632  
Wallis, TX 77485  
(713) 314-7411  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: cdrymala@live.com

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### BMS CONSTRUCTION

Address: 2601 DEATS RD.  
DICKINSON, TX 77539  
(281) 337-3368  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

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### boiler specialists sales and service

Address: 955 county road 6053  
dayton, TX 77535  
(281) 703-0280  
Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

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### Bond Restoration Inc

Address: 4808 Gibson  
Houston, TX 77007  
(713) 457-5555  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: avi@urbanmeridian.com

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### Boyds Window Cleaning

Address: 20907 Southvine  
Houston, TX 77073  
(832) 683-0343  
Classifications: MBE (Primary)  
SBE  
Participation Type: Active Supplier

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: boydswindowcleaning@gmail.com

Email Status:

Initiation Type: Automatic

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**Brandon Miller**

Address: 12306 Carola Forest  
Houston, TX 77044  
(281) 608-9021

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: b\_miller05@yahoo.com

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**Braun & Butler Construction**

Address: 715 Discovery Blvd. Suite 109  
Cedar Park, TX 78613  
(512) 837-2882

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: estimating@braun-butler.com

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**Brazos Commercial Roofing (Brazos – Valley Division, LLC)**

Address: 1903 Ray Shell Court  
Seabrook, TX 77586  
(979) 248-5201

Classifications: CPC  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: d.galloway@brazos-industries.com  
j.mchugh@brazos-industries.com

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**Brazos Restoration & Waterproofing, Inc.**

Address: 214 N. College St.  
Waxahachie, TX 75165  
(972) 463-5249

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: brazores@flash.net

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**Brazos Urethane, Inc.**

Address: 1031 6th Street North  
Texas City, TX 77590  
(409) 965-0011

Classifications: CPC  
TIP (Primary)

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: b.scoggins@brazosurethane.com

Initiation Type: Automatic

### **Brazos Valley Contractors Assoc**

Address: 4015 S Texas Ave  
BRYAN  
BRYAN, TX 77802  
(979) 260-5902

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bvcaplanroom@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Briar Patch**

Address: 12283-A Veterans Memorial Dr.  
Houston, TX 77067  
(281) 315-5299

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: tpensonwilson@yahoo.com

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Bright Horizon**

Address: 3750 Vegas Rd  
Granbury, TX 76048  
(405) 714-9629

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: lexie.brorsen@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Britain Electric (Britain Electric)**

Address: 1640 Brittmoore  
Houston  
Houston, TX 77043  
(713) 228-6635

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Miket@Britainelectric.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Brivenca Builders (The Brito Group, LLC)**

Address: 4620 N Braeswood Blvd  
# 84  
Houston, TX 77096  
(281) 982-4055

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: edwinb@brivenca.com

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier



Email Status:  
Initiation Type: Automatic

### Brookstone, LP (Brookstone, LP)

Address:	3715 Dacoma Street Houston, TX 77092 (713) 683-8800	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	tmason@brookstone-tx.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Broome Welding & Machine CO., Inc

Address:	7909 Bayside Ave Galveston Galveston, TX 77554 (409) 744-0407	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	crupert@broomewelding.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Brown and Root Industrial Services, LLC

Address:	601 Jefferson Houston, TX 770002 (703) 526-7713	Response Status:	Submitted
		Status Date:	8/9/2023 09:16 AM (CT)
		Response Date:	8/18/2023 09:59 AM (CT)
Classifications:	CPC TCP (Primary) TXM	Initiation Date:	8/8/2023
		Initiation Emails:	mike.coberley@brownandroot.com mike.martin@brownandroot.com
Participation Type:	Active Supplier		
Email Status:	Warn		
Initiation Type:	Manual		

### BryMak & Associates Inc

Address:	1001 Progress Drive Clarksville, TN 37040 (931) 572-5742	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	mitch.farnham@brymak.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Building Air Quality (BAQ Incorporated)

Address:	29 Pinewood Forest Ct. The Woodlands, TX 77381 (281) 448-1100	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	IEQpro@Gmail.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		

Email Status:

Initiation Type: Automatic

### Building Solutions (Building Solutions)

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Address: 9401 LBJ Freeway  
Suite 410  
dallas, TX 75243  
(214) 221-9145

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: wdillard@buildingsolns.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Building Tech Team, LLC

---

Address: 16061 Moore Rd  
Von Ormy, TX 78073  
(210) 620-9526

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: shanelbest@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Burman Construction, LLC

---

Address: 204 N Eucalyptus St  
El Paso, TX 79901  
(915) 444-8707

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: estimating@burmanep.com

Classifications: MBE  
CPC (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Business Flooring Partners, LLC

---

Address: 7341 Dogwood Park  
Fort Worth, TX 76118  
(817) 282-1600

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: rickgoolsby@bfsflooring.com  
scotevans@bfsflooring.com  
shanegorrell@bfsflooring.com  
austinbennett@bfsflooring.com  
stevebernish@bfsflooring.com

Classifications: TXM  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### By Our Hands

---

Address: 1623 Beaver Bend Rd

Response Status: No Response

	Houston, TX 77088 (346) 390-0966	Invitation Date:	8/7/2023
Classifications:	MBE (Primary) WBE	Invitation Emails:	msmchafh@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **C&B ELECTRIC & A/C SERVICES**

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Address:	2616 Helena Ave 4108 NORTH 21 ST STREET McAllen McAllen, TX 78503 (956) 510-1104	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Classifications:	MBE (Primary) SBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **C&L Consulting**

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Address:	3514 Wentworth Street Houston, TX 77004 (281) 831-8480	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Classifications:	MBE (Primary) SBE HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **C.A. Walker Construction (C.A. Walker Construction)**

---

Address:	1543 Silber Rd Houston, TX 77055 (713) 956-7070	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	bids@cawalker.net
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **C1S Group, Inc.**

---

Address:	4231 Sigma Road, Suite 110 Dallas, TX 75244 (972) 386-7005	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	ashleigh.jones@c1sinc.com
Participation Type:	Active Supplier		
Email Status:			

Initiation Type: Automatic

## CAI Services, LLC

Address: 5119 Fulton Street  
Houston, TX 77009  
(713) 600-0099

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: amy@caiservicesllc.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Calico Construction and Development LLC

Address: 1242 E Bus Highway 83 suite 7  
Mission, TX 78572  
(956) 257-3430

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Calidad Construction, LLC dba Valley Supplies and Services

Address: 7512 N. 17th St.  
McAllen, TX 78504  
(956) 460-3614

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: info@vsstx.net

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## California

Address: 707 3rd Street  
West Sacramento, CA 95605  
(916) 375-4936

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## Callaway Solutions, LLC

Address: 11111 Katy Fwy Frontage Rd  
Houston, TX 77079  
(832) 819-1081

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: callawaysolutions@gmail.com

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Camacho Demolition LLC

Address: 4506 White Oak

Response Status: No Response

Corpus Christi, TX 78410  
(361) 289-1095

Classifications: MBE  
TIP  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails:

## Campaign Renovation

---

Address: 2927 Silhouette Bay Drive  
Pearland, TX 77584  
(281) 918-6066

Classifications: MBE  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: info@campaignreno.com

## Cantex Roofing & Construction

---

Address: 12108 E Hwy 62  
Idalou, TX 79329  
(806) 475-0010

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mike@cantexroofing.com  
philip@cantexconstruction.com

## Caprock Electric

---

Address: 900 Hogan  
Houston, TX 77009  
(713) 225-0553

Classifications: SBE  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: joshlovoi@caprockelectric.com

## Carlos Rodriguez

---

Address: 1935 Rock Ridge Dr.  
Houston, TX 77049  
(713) 208-8856

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Initiation Type: Automatic

## Carnegie Speech

Address: 2425 Sidney St.  
Pittsburgh, PA 15203  
(412) 471-1234

Classifications: SBE (Primary)

Participation Type: Active Supplier

Initiation Type: Not Invited

Response Status: Retracted

Status Date: 8/17/2023 09:39 AM (CT)

Response Date: 8/17/2023 09:40 AM (CT)

## CARPET 911 CLEANING & RESTORATION (CARPET 911 CLEANING & RESTORATION)

Address: 3056 LUXAR WAY  
DALLAS, TX 75233  
(972) 296-5911

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: info@callcarpet911.com

## Carrillo's Remodeling LLC

Address: 7725 Edna st  
Houston, TX 77087  
(832) 628-7239

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: carrillos.remodelingllc@gmail.com

## Castro Roofing of Texas, L.P.

Address: 4854 Olson Drive  
Dallas, TX 75227  
(214) 381-8108

Classifications: MBE (Primary)  
TIP  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: aj@castroroofing.com

## Cat5 Resources LLC

Address: 6757 Patillo Road  
Beaumont, TX 77705-0410  
(855) 550-2285

Classifications: WBE (Primary)

Participation Type: Active Supplier

Response Status: Viewed

Status Date: 8/9/2023 02:50 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: khileman@cat5resources.com

Email Status:

Initiation Type: Automatic

### **Cavalry Construction (Cavalry Construction)**

Address: 3690 Highpoint St  
San Antonio  
San Antonio, TX 78217  
(210) 821-1777

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: lfilipowicz@cavalryconstruction.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CBRE | Heery (CBRE Heery, Inc.)**

Address: 2800 Post Oak Blvd.  
Suite 500  
Houston, TX 77056  
(713) 577-3844

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: gary.whittle@cbre.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CDJ JONES LLC (Cubes Office Services)**

Address: 6201 Bonhomme Ste 450-S  
Houston, TX 77036  
(713) 587-9099

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: AngelaH@CubesOfficeServices.com

Classifications: HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CDM Contracting Services (CDM Contracting Services)**

Address: 175 Duncan Road  
Brownsville  
Brownsville, TX 78526  
(956) 350-4392

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: cdm174@sbcglobal.net

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CDR Maguire, Inc.**

Address: 11740 SW 80th Street  
Suite 102  
Miami, FL 33183  
(786) 235-8534

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: em-bd@cdrmaguire.com  
andy.mendez@cdrmaguire.com

Participation Type: Active Supplier

Email Status:



Initiation Type: Automatic

## CEC Facilities Group

Address: 1275 Valley View LN  
Irving, TX 75061  
(817) 945-9573

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: kkinchen@cecfg.com

## Centennial Contractors Enterprises, Inc.

Address: 1235 North Loop West  
Suite 900  
Houston, LA 77008  
(713) 842-6280

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: debra@cce-inc.com

## Centennial Moisture Control, Inc.

Address: 1780 Hurd Drive  
Irving, TX 75038  
(214) 350-7689

Classifications: CPC  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: EDTCMC@gmail.com

## Centex Construction

Address: P.O. Box 1458  
Temple, TX 76503  
(254) 771-0801

Classifications: MBE  
TAS  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## cen-tex irrigation systems inc.

Address: po box 22001  
waco, TX 76702  
(254) 848-4545

Classifications: SBE (Primary)

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ocarpenter71@yahoo.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Century Mechanical Contractors, Inc.**

Address: 3008 Wichita Ct  
Fort Worth, TX 76140  
(817) 293-3803

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Cettasale, Inc.**

Address: 4729 Feltleaf Ave.  
Crowley, TX 76063  
(469) 479-7534

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jwilboniii78@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CFJ Construction and Environmental Services**

Address: 15707 Rowboat Way  
Houston, TX 77044  
(832) 284-3777

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cartel.carter@gmail.com

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CFW ENTERPRISES LLC**

Address: 1688 S. Uvalda St.  
Aurora, CO 80012  
(719) 297-5401

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: michael@cfwstaffing.com

Classifications: MBE (Primary)

SBE

WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CGI Texas (Concrete Gel Injections Texas, Inc.)**

Address: 2010 Copper St.  
Garland, TX 75042  
(972) 272-3848

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: marshall@cgitexas.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Chase in Dreams, Speech and Drama (Deadra Chase)

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Address: 14127 Pinewest  
19906 Bolton Bridge  
houston  
Houston, TX 77049  
(832) 748-2004

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: chasemsD@yahoo.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Chavez Service Companies, Inc. (.)

---

Address: P. O. Box 572351  
Houston  
Houston, TX 77257  
(713) 781-9200

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: bchavez@chavezcompanies.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Cherry House Moving (Cherry House Moving)

---

Address: 9235 Edgebrook  
Houston  
Houston, TX 77075  
(713) 941-2924

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: cherryhousemoving@yahoo.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Child Care Associates

---

Address: 3000 E BELKNAP ST  
FORT WORTH  
FORT WORTH, TX 76111-4142  
(817) 838-0055

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: patricia.looper@childcareassociates.org

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### CHLOETA (Chloeta Fire, LLC)

---

Address: 1050 E 2nd St, #285  
Edmond, OK 73034  
(877) 245-6382

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Classifications: MBE  
TXM (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CK Janitorial (CK Janitorial LLC)**

Address: 7075 FM 1960 Rd W  
Suite# 1027  
Houston, TX 77069  
(281) 662-1000

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: tyler@ckjanitorial.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Clean Air Systems, LLC**

Address: 2 Secluded Trail  
Spring, TX 77380  
(713) 992-3507

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cas.jcrabbe@gmail.com

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Clean and Green Solutions (EGR Exterior Services, LLC)**

Address: 22234 E Knox Dr  
Porter, TX 77365  
(281) 883-8470

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dougrucker21@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Clean SoftWash**

Address: 18640 Farm to Market Road 1488  
A173  
Magnolia, TX 77354  
(936) 256-2929

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: realcleanwash@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Clean Up & Touch Up Crew Llc**

Address: 6245 Samson st  
Philadelphia, PA 19139  
(267) 331-1305

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: MBE (Primary)  
SBE

WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**Cleanbay Inc (Cleanbay Inc)**

---

Address: 1434 W Sam Houston Pkwy N  
suite 110  
houston, TX 77043  
(832) 659-6968

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**Cleaning At Your Service LLC**

---

Address: 2522 Holton Street  
Tallahassee, FL 32310  
(850) 812-2858

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: aysinc87@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**CleanNet of Houston**

---

Address: 9301 Southwest Freeway  
Suite 250  
Houston, TX 77074  
(832) 200-0546

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**cLI-Energy and Construction LL**

---

Address: 12619 Northwood Colony Trail  
Houston  
Houston, TX 77044  
(832) 629-7969

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: tharts@cli-  
energyandconstruction.com

Classifications: MBE  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**Closet Factory (GDJ Interests Inc.)**

---

Address: 915 Brenda St

Response Status: No Response

Houston, TX 77076  
(281) 355-7676

Invitation Date: 8/7/2023

Invitation Emails:

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### CMC Development & Construction Corporation LLC

---

Address: P.O. Box 450623  
Houston, TX 77245  
(713) 588-9071

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails:

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### CMST, LLC (Construction Managers of Southeast Texas, LLC)

---

Address: 5520 Gorman Rd  
Beaumont, TX 77705  
(409) 736-9010

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: breyes@cmosetx.com  
jesusc@cmosetx.com  
mmcmurray@cmosetx.com

Classifications: MBE  
CPC (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### Coastal Remediation (Coastal Remediation)

---

Address: 1635 Dickinson Ave.  
Suite-B  
Dickinson, TX 77539  
(713) 300-9960

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: ccotton@spauldingdecon.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### Coit, Inc. (Coit Services)

---

Address: 9001 Spring Branch Drive  
Houston, TX 77080  
(713) 461-6171

Response Status: No Bid

Status Date: 8/20/2023 09:53 PM (CT)

Response Date: 8/20/2023 09:55 PM (CT)

Invitation Date: 8/7/2023

Invitation Emails: kathy.baba@coit.com  
robert.gonzalez@coit.com  
rafael.velasco@coit.com

Classifications: TAS (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### COLEXAS DIGITAL INC

---

Address: 19827 Hamlet Shadow Lane  
Cypress, TX 77433  
(833) 313-0605

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cturk@colexas.com

### Colonial Roofing

---

Address: 201 Main St  
Fort Worth, TX 76201  
(817) 447-4744

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: katrina@2tierwholesaleinc.com

### Columbus Plumbing, LLC

---

Address: 2105 Walnut Street  
Columbus, TX 78934  
(979) 732-3691

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ap.columbusplumbing@gmail.com

### Combined Refrigeration Resources, Inc.

---

Address: 1118 1st Street East  
Humble, TX 77338  
(281) 540-7552

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: service@combinedrefrigeration.com

### Comflow Mechanical Services

---

Address: 6411 Lawford Lane  
Houston, TX 77040  
(713) 686-3600

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cevett@comflowco.com

### Comfort Systems USA - South Central

---

Address: 9745 Bent Oak Drive  
Houston, TX 77040  
(832) 590-5749

Classifications: TAS (Primary)

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:



Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Commercial Specialty Cleaning (Commercial Specialty Cleaning)**

---

Address: 103 Summer Drive  
Smyrna, DE 19977  
(302) 508-2857

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cspecialtycleaning@gmail.com

### **Commercial Technology Contractors Inc. (Commercial Technology Contractors Inc.)**

---

Address: 152 Huron Ave  
Clifton, NJ 07013  
(973) 594-9500

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: karen@ctcitechnology.com

### **Communications Cable Construction, LLC**

---

Address: P.O. Box 764  
Dayton, TX 77535  
(936) 258-9588

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: walterfgroves@aol.com

### **Complete Companies Inc**

---

Address: 463 Raccoon Hill Road  
Salisbury, NH 03268  
(888) 726-6753

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sales@completecompaniesinc.com

### **Complete System Balance (Complete System Balance)**

---

Address: PO Box 399  
Rockwall, TX 75087  
(972) 965-4289

Participation Type: Active Supplier

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: clee@completesystembalance.com

Email Status:  
Initiation Type: Automatic

### Concept Facility Services LLC

Address:	646 E hwy67 Duncanville, TX 75137 (972) 298-8300	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	freeney@conceptsvcs.com
Classifications:	MBE TCP SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### CONCORD COMMERCIAL SERVICES, INC

Address:	11400 LONG ST. BALCH SPRINGS, TX 75180 (972) 557-8789	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	pjones@ccsinctx.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### ConexED

Address:	2319 S Foothill Drive Suite 130 Salt Lake City, UT 84109 (801) 935-4244	Response Status:	Viewed
		Status Date:	8/17/2023 03:47 PM (CT)
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Initiation Type:	Not Invited		

### Connecticut

Address:	450 Columbus Boulevard, Suite 5 Hartford, CT 06103 (860) 713-5228	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Offline Supplier		
Email Status:			
Initiation Type:	Manual		

### Consolidated Services of North America (Ximena Ramirez)

Address:	5833 Westview Dr Houston, TX 77055 (346) 703-1159	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Classifications:	HUB (Primary) WBE		

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Constant & Associates

Address: 3655 Torrance Blvd. Suite 430  
Torrance, CA 90503  
(424) 320-2580

Classifications: SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: rfp@constantassociates.com

### Constructconnect

Address: 3825 Edwards Rd.  
suite 800  
Cincinnati, OH 30092  
(800) 364-2059

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/7/2023 11:42 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: content@constructconnect.com

### Construction Bid Source

Address: 6265 HWY 9  
Felton, CA 95018  
(888) 786-9450

Classifications: MBE  
DIR  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### Construction Journal

Address: 400 SW 7th Street  
Stuart, FL 34994  
(772) 781-2144

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### Construction Ltd

Address: 1825 Upland

Response Status: No Response

Houston, TX 77043  
(713) 984-9444

Invitation Date: 8/7/2023  
Invitation Emails: rweiser@cltd.net

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Construction Masters of Houston, Inc

Address: PO Box 1587  
Pearland, TX 77588  
(281) 997-2640

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: justin@cmhou.com

Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Continuum Restoration Services, LLC

Address: 229 Heymann Blvd  
Lafayette, LA 70501  
(337) 714-8311

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: hans@robertsonec.com

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Contractors Plus Roofing & Construction, LLC (Contractors Plus Roofing & Construction, LLC)

Address: 10935 Estate Lane  
Suite 400  
Dallas, TX 75238  
(469) 809-8499

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: info@contractorsplusroofing.com

Classifications: MBE  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Core 24/7 Restoration (Core 24/7 Restoration)

Address: 471 W. 38th Stret  
Houston, TX 77018  
(281) 356-6333

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: gshoemake@core247restoration.com

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### CORE construction services of Texas, Inc.

Address:	6320 Research Road Frisco, TX 75033 (972) 668-9340	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	davewilson@coreconstruction.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### CORE Projects Group

Address:	2901 Hwy 35 N. Rockport, TX 78382 (409) 201-3007	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Corey Construction Commercial Services (H&S Construction)

Address:	4601 Westway Park Blvd, Ste 100 Houston, TX 77041 (832) 986-2800	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	brent.dudley@coreycs.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Corporate Care

Address:	3530 W. T.C. Jester Blvd Houston, TX 77018 (713) 692-6300	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	ctremayne@corporatecare.com sbarnett@corporatecare.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Initiation Type:	Automatic		

### Corporate Vision Inc

Address:	8307 Office Park Dr. Suite B Douglasville, GA 30134 (678) 401-5067	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	corpvisioninc@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Corpus Groundworks, LLC

Address:	6738 Wood Iron Drive Corpus Christi, TX 78413 (361) 701-0066	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Classifications:	MBE (Primary)		

SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**Cosmos Construction, Inc.**

---

Address: 1118 Kanah Lane  
Houston, TX 77090  
(713) 302-4200

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bwholley@aol.com

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**Cotton Commercial USA**

---

Address: 5443 Katy Hockley Cutoff  
Katy, TX 77493  
(832) 683-3876

Classifications: HGA (Primary)  
TCP  
TPA

Participation Type: Active Supplier

Email Status:

Initiation Type: Manual

Response Status: Submitted

Status Date: 8/8/2023 07:44 AM (CT)

Response Date: 8/11/2023 11:54 AM (CT)

Initiation Date: 8/8/2023

Initiation Emails: john.mercaldi@cottonteam.com

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**Council Rock Enterprises, LLC (Council Rock Enterprises, LLC)**

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Address: 11 Centre Park  
Rochester, NY 14614  
(585) 471-6007

Classifications: MBE  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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**Covid Safety Glass (Silent West LLC)**

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Address: 5972 TUNBRIDGE AVE  
LAS VEGAS, NV 89139  
(702) 215-1600

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Initiation Type: Automatic

### **Craft Mechanical Insulation L.L.C.**

Address: 1706 CO RD 3020  
Altus, AR 72821  
(479) 871-0203

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: alfowl07@yahoo.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)**

Address: 9894 Bissonnet St  
SUITE 410  
HOUSTON, TX 77036  
(832) 864-2396

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: rcraft@csinspector.com

Classifications: MBE  
TPA  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CRG Texas Environmental Services (CRG Texas Environmental Services)**

Address: 2504 Avenue I  
Rosenberg  
Rosenberg, TX 77471  
(713) 474-1570

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: nubia@crgtexas.com

Classifications: SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Crimson Vision Enterprises**

Address: 2311 24th Street  
Dickinson, TX 77573  
(713) 320-2899

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: kimjyancy@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Critical Mass Connection**

Address: 126 E. Burke Street

Response Status: No Response



Martinsburg, WV 25427  
(571) 484-4376  
Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: sharesemsmith@gmail.com

### **Crosley Construction & Design, LLC**

---

Address: 3510 Misty View LN  
Friendswood, TX 77546  
(979) 824-1977

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status: Fail  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: kyle@crosleyconstruction.com

### **CRT, GC DBA Caprock Construction**

---

Address: P.O. Box 54  
Wellborn, TX 77881-0054  
(979) 492-0425

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

### **CRX inc**

---

Address: 8720 Meadowcroft Dr.  
Houston, TX 77063  
(832) 620-2321

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: alexk@crxhouston.com

### **CS Construction and Development (TRESAN COMPANY)**

---

Address: 416w. 9th st suite 4  
mission, TX 78572  
(956) 588-1989

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: jesus\_trevino\_s@yahoo.com

### **Curtmont Global Services, Inc (GermSweep Atlantic, LLC)**

---

Address: 9460 Amberdale Drive Suite G3 Response Status: No Response

	Richmond, VA 23236 (804) 982-9349	Initiation Date:	8/7/2023
Classifications:	MBE (Primary)	Initiation Emails:	cstancil@curtmontglobal.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Custom Tree Care, Inc.

Address:	6021 SW 29th St. PMB #130 Topeka, KS 66614 (785) 478-9805	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	ggathers@customtreecare.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Cut above landscape and irrigation

Address:	18922 Fenske Rd cypress, TX 77433 (832) 428-9688	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	Calandscape29@yahoo.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Cyclone FPV (Cyclone 3D, Inc.)

Address:	5546 Silent Timber Path LN. Spring, TX 77386 (833) 538-7747	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### CZS Developers LLC (CZS Developers LLC)

Address:	P.O Box 18903 SugarLand, TX 77496 (832) 250-7905	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	mz@czsdevelopers.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### D&M Renovation LLC

Address:	P.O. Box 600 Houston, TX 77406 (832) 409-6700	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	dnm4renovation@gmail.com
Participation Type:	Active Supplier		

Email Status:

Initiation Type: Automatic

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**D.A.N.'s One Stop, LLC.**

---

Address: 108 Herndon Street  
Shreveport, LA 71101  
(318) 946-0512

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dracforme@gmail.com

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**D.L. Bandy Constructors (D.L. Bandy Constructors)**

---

Address: 4406 CENTERGATE STREET  
SAN ANTONIO, TX 78217  
(210) 439-5861

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bill.steele@dlbandy.com

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**D3 PAINTING SERVICES, LLC (D3 PAINTING SERVICES, LLC)**

---

Address: 1211 Caroline St. Suite #1903  
Houston, TX 77002  
(713) 299-8350

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: david3@d3painting.com

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**Daise Management, LLC (Alfred Daise)**

---

Address: PO Box 58171  
Houston, TX 77258  
(832) 554-5145

Classifications: MBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Dmltctx@gmail.com

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**DAL Construction Company**

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Address: 5850 San Felipe St

Response Status: No Response

	Suite 500 Houston, TX 77057 (832) 779-2817	Invitation Date: 8/7/2023
		Invitation Emails: dalconstructioncompany@gmail.com
Classifications:	MBE (Primary) SBE HUB	
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **Dan Loc Group**

---

Address:	725 N. Drennan Houston, TX 77003 (713) 356-3500	Response Status: No Response
		Invitation Date: 8/7/2023
		Invitation Emails: pdiorio@danlocgroup.com
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **DANIEL GE CONSTRUCTION INC**

---

Address:	1573 Somerset Road San Antonio, TX 78211 (210) 639-1056	Response Status: No Response
		Invitation Date: 8/7/2023
		Invitation Emails: MIRIAM@DANIELGECONTRACTORS.COM
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **Danny's Laundry Service**

---

Address:	1001 Burke #B Pasadena, TX 77506 (713) 740-6109	Response Status: No Response
		Invitation Date: 8/7/2023
		Invitation Emails: texlaundry@yahoo.com
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **DBL Management Solutions**

---

Address:	3131 Quail Valley E Dr Missouri City, TX 77489 (832) 286-3420	Response Status: No Response
		Invitation Date: 8/7/2023
		Invitation Emails: angela@dblmgmtsol.com
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **Debbie J. Anders Consulting**

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Address:	14519 Bladenboro Drive	Response Status: No Response
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Cypress, TX 77429  
(281) 387-6808  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: debbieanders@tlceng.com

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## Delaware

Address: 100 Enterprise Place  
Dover, DE 19904  
(302) 857-4554  
Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

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## Demcon Demolition LLC

Address: 118 Ruhlen Ct  
El Paso, TX 79922  
(915) 577-9477  
Classifications: MBE  
SBE (Primary)  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: droblesjr@demcon.net

---

## DEMS,LLC

Address: 11111 Katy Freeway Suite 910  
Houston, TX 77079  
(713) 973-5728  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: olusola\_dosunmu@demsllc.com

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## DGR United

Address: 6402 Oaknut Dr  
Houston, TX 77088  
(832) 270-3449  
Classifications: MBE (Primary)  
SBE  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

---

## Diamond blade warehouse

Address: 588 Lakeview Pkwy

Response Status: No Response

Vernon Hills, IL 60061 (847) 529-7584	Invitation Date: 8/7/2023
Participation Type: Active Supplier	Invitation Emails: JJOHNSON@DIAMONDBLADE WAREHOUSE.COM
Email Status:	
Invitation Type: Automatic	

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**Diamond8Industries (Diamond Eight Industries)**

---

Address: 20880 N. Parker Rd Santa Rosa, TX 78593 (956) 200-9347	Response Status: No Response
	Invitation Date: 8/7/2023
Classifications: MBE (Primary) SBE HUB WBE	Invitation Emails: Isaac@diamond8industries.com
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

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**DIAZ-MEX CONSTRUCTION**

---

Address: 5915 S Brenwood Dr Katy, TX 77449 (713) 328-9826	Response Status: No Response
	Invitation Date: 8/7/2023
Participation Type: Active Supplier	Invitation Emails: diazestimatingd@gmail.com
Email Status:	
Invitation Type: Automatic	

---

**DIG Engineers**

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Address: 11 Greenway Plaza Suite 1520 Houston, TX 77046 (346) 308-9036	Response Status: No Response
	Invitation Date: 8/7/2023
Participation Type: Active Supplier	Invitation Emails:
Email Status:	
Invitation Type: Automatic	

---

**Dillon Claims & Consulting Services LLC**

---

Address: 39077 Pirogue Ave gonzales, LA 70737 (504) 202-6510	Response Status: No Response
	Invitation Date: 8/7/2023
Classifications: MBE SBE (Primary) WBE	Invitation Emails: dillonp73@gmail.com
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

---

**Dillon Construction & Renovations, LLC**

---

Address:	1112 N howard Ave Metairie, LA 70003 (504) 202-6510	Response Status:	No Response
Classifications:	MBE SBE (Primary) WBE	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	
Email Status:			
Initiation Type:	Automatic		

---

**Disaster Program and Operations, Inc. (Disaster Program and Operations, Inc.)**

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Address:	10033 Sawgrass Drive W. #121 Ponte Vedra Beach, FL 33426 (561) 436-3383	Response Status:	No Response
Classifications:	WBE (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	
Email Status:			
Initiation Type:	Automatic		

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**Disaster Recovery Services, LLC**

---

Address:	2229 San Felipe Street Suite 1200 Houston, TX 77019 (832) 499-6597	Response Status:	No Response
Classifications:	CPC (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	kabrego@disastersllc.com svineyard@disastersllc.com
Email Status:			
Initiation Type:	Automatic		

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**Disinfx**

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Address:		Response Status:	No Response
Classifications:	TIP (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	
Email Status:			
Initiation Type:	Automatic		

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**DISINGERM INC.**

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Address:	1010 N Collins St Arlington, TX 76011 (214) 482-9135	Response Status:	No Response
Classifications:	WBE (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	
Email Status:			
Initiation Type:	Automatic		



## Diverse Consulting Enterprises, Inc.

---

Address:	8204 Westglen Suite 100 Houston, TX 77063 (713) 899-1398	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	Lisa.williams@dce-corp.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Diversified Cleaning Services, LLC (Diversified Cleaning Services, LLC)

---

Address:	6804 Elmhurst Street District Heights, MD 20747 (240) 498-2259	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	aroma2clean@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Diversified Services LLC (Calvin's Diversified Services LLC)

---

Address:	P.O. BOX 35705 HOUSTON, TX 77235-5705 (281) 438-3417	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	moore-calvin@sbcglobal.net
Classifications:	MBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## DivisionOne Construction LLC

---

Address:	11280 West Road Houston, TX 77065 (713) 688-7330	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	bid@d1construction.com tcallaway@d1construction.com zkoletar@d1construction.com
Classifications:	CPC SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## DKI Commercial Solutions, LLC (DKI Restoration, LLC)

---

Address:	1720 W Division Street Ste 48 Chicago, IL 60622 (844) 354-2255	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	jhelzer@dkiservices.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## **DNB Enterprises, Inc.**

---

Address: 20560 FM 1488  
Bldg C  
Magnolia, TX 77355  
(281) 516-1999

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ron.gilbert@dnbent.com

## **Dobro Services, LLC**

---

Address: 2129 FM 2920 Rd., Box 190202  
Spring, TX 77388  
(713) 504-0668

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

## **Dodge Construction Network**

---

Address: 300 American Metro Blvd.  
Hamilton Township, NJ 08619  
(844) 326-3826

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: Viewed  
Status Date: 8/9/2023 05:50 AM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: dodge.docs@construction.com

## **Dodson House Moving, LLC**

---

Address: PO Box 240339  
San Antonio, TX 78224  
(210) 628-1459

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: office@dhmsa.com

## **DRC Emergency Services, LLC**

---

Address: 740 Museum Drive  
Mobile, AL 36608  
(251) 343-3581

Classifications: HGA (Primary)  
Participation Type: Active Supplier  
Email Status:

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: lgarcia@drcusa.com

Initiation Type: Automatic

### **DRC Fort Worth, LLC (DRC Fort Worth LLC)**

Address:	10101 Hicks Field Rd. Suite 111 Fort Worth, TX 76179 (817) 232-3333	Response Status:	Submitted
		Status Date:	8/8/2023 07:45 AM (CT)
		Response Date:	8/21/2023 01:02 PM (CT)
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	cweidner@servpronorthfortworth.com
Initiation Type:	Automatic		

### **Dri Right Restoration Services of Texas (Dri Right Restoration Services of Texas)**

Address:	5355 Dietrich Road STE 102 San Antonio, TX 78219 (210) 669-5189	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	management@drirightoftexas.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **Drymalla Construction Company**

Address:	608 Harbert Street Columbus, TX 78934 (979) 732-5731	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **Drymore Company (Drymore Company)**

Address:	8345 W. Little York Rd. Suite 2 Houston, TX 77382 (713) 742-5778	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Classifications:	SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **DS Tech Solutions, LLC**

Address:	206 Dixie, Suite 201 Clute, TX 77531 (979) 316-4210	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	samu@dstechsolutions.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **DT Construction, LP**

Address:	1023 North Houston Avenue Humble, TX 77338 (281) 540-2411	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	constance@dt-construction.com jeany@dt-construction.com
Initiation Type:	Automatic		

### Ductz of the Houston Bay Area (LoreDDa Ventures, Inc.)

---

Address:	1811 Plumbwood Way Houston, TX 77058 (281) 984-7913	Response Status:	No Response
Classifications:	SBE (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	larry.culver@ductz.com
Email Status:			
Initiation Type:	Automatic		

### Dudley Construction, Ltd. (Dudley Construction, Ltd.)

---

Address:	11370 State Highway 30 College Station, TX 77845 (979) 776-2135	Response Status:	No Response
Classifications:	CPC (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	
Email Status:			
Initiation Type:	Automatic		

### Dunhill Development and Construction

---

Address:	4801 Woodway Dr Suite 425W Houston, TX 77056 (713) 493-0177	Response Status:	No Response
Classifications:	CPC (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	abe@dunhilldevelopment.com
Email Status:			
Initiation Type:	Automatic		

### Dunn Lightweight Structures

---

Address:	3934 Cypress Creek Pkwy Houston, TX 77068 (305) 922-8770	Response Status:	No Response
Classifications:	SBE (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	javier@dunn-lwa.com
Email Status:			
Initiation Type:	Automatic		

### Dunn's Logistics Inc

---

Address:	2220 Westcreek Ln apt1409	Response Status:	No Response
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Houston, TX 77027  
(877) 791-5696  
Classifications: MBE  
SBE (Primary)  
WBE

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: Info@blackeagletransportation.com

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### Duro-Last, Inc.

Address: 525 Morley Drive  
Saginaw, MI 48601  
(800) 248-0280

Classifications: TIP (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

---

### Dust trappers llc

Address: 700 UNION ST  
APT A9  
BIRDSBORO, PA 19508  
(484) 925-5014

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: Dusttrapperscleaning@gmail.com

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### E & F Construction enterprises llc

Address: 7539 fallcreek bend  
United States, TX 77396  
(832) 329-8064

Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: escarr1@yahoo.com

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### E & Hurd LLC

Address: 8990 Kirby Dr ste 22  
Houston, TX 77054  
(346) 453-2444

Classifications: MBE  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier  
Email Status:

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: e.hurdllc@gmail.com

Initiation Type: Automatic

## E Contractors LLC

Address: 16554 Creek Bend Drive  
Suite 200  
Sugar Land, TX 77478  
(713) 493-2500

Classifications: MBE  
CPC (Primary)  
TCP  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: AR@econtractors.com  
astafford@econtractors.com  
iabji@econtractors.com  
rfp@econtractors.com  
wpaz@econtractors.com

## E3 Entegral Solutions, Inc

Address: 2040 Highland Village Road  
Suite 100  
Highland Village, TX 75077  
(713) 208-6133

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jmccurley@e3es.com

## EA Plumbing & Property Services (Evolution Alignment Inc)

Address: 2450 Louisiana St.  
Suite 400 Box 162  
Houston, TX 77006  
(832) 840-5303

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: qhoward@eaprofessionalservices.com

## eco Construction, Inc.

Address: 1200 Business Park Dr.  
Suite 2  
Little Rock, AR 72204  
(501) 916-2461

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: patrick@ecoconstructionar.com

## ECO Restoration & Cleaning Services (ECO Clean LLC)

Address:	2951 Marina Bay Drive Suite 130-367 League City, TX 77573 (832) 783-0022	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	amanda@erc-services.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## EcoAccomm LLC

Address:	North Sam Houston Parkway Houston, TX 77060 (281) 799-8725	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	davidb@ecoaccom.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## ecoclean, llc

Address:	19402 CHESTNUTFIELD CT HOUSTON, TX 77094 (281) 599-7444	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	service@EcocleanUSA.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## EDEL Roofing & Construction Inc.

Address:	3321 W Alberta Rd. Edinburg, TX 78539 (956) 422-3335	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	eddie@edelroofing.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Educational Systems Consulting

Address:	60 Victoria Drive Binghamton, NY 13904 (623) 693-3927	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	consult@edsystemsconsulting.org
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## EGC Inc

Address:	17806 IH 10W Ste. 300	Response Status:	No Response
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San Antonio, TX 78230  
(210) 272-6001  
Classifications: MBE (Primary)  
SBE  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Initiation Date: 8/7/2023  
Initiation Emails:

### Elite Water and Coffee (Elite Water and Coffee)

---

Address: 710 Ridgewood Road  
Ridgeland  
Ridgeland, MS 39157  
(601) 898-8040  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### E-Logic, Inc.

---

Address: 1025 Connecticut Avenue NW  
Suite 1000  
Washington, DC 20036  
(202) 499-7837  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: LPadilla@e-logic.us  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### EMC Resurfacing (EMC Resurfacing)

---

Address: 7326 Palomino Bay  
PALOMINO BAY  
San Antonio  
San Antonio, TX 78252  
(210) 724-2266  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: emc1construction@gmail.com  
Classifications: MBE (Primary)  
SBE  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### EMPIRE COMPLETE JANITORIAL SERVICES LLC

---

Address: 8355 applebrook terrace  
apt 105  
Raleigh, NC 27617  
(919) 594-9491  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ECJSJANITORIAL@GMAIL.COM  
Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Empire Construction Solutions

Address: 2151 Harvey Mitchel Pkwy  
Ste. #204  
College Station, TX 77840  
(979) 255-9040

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Energy Mechanical Services

Address: 22535 Stokes Rd  
Waller, TX 77484  
(832) 863-8402

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: chad@energymechanicalservices.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Enprotec / Hibbs & Todd, Inc.

Address: 402 Cedar  
Abilene, TX 79601  
(325) 698-5560

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Enterprise Builders LLC

Address: 7420 Hammerly Blvd  
Houston, TX 77055  
(713) 688-2725

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: info@enterprisebuilders.com  
avillegas@enterprisebuilders.com  
tkillion@enterprisebuilders.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## ENTRAM CORP

Address: 24123 PEACHLAND BLVD  
PORT CHARLOTTE, FL 33952  
(888) 888-0900

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**enviro services inc.**

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Address: 1016 colonial ct.  
kennedale, TX 76060  
(817) 478-4936

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: enviroserv@sbcglobal.net

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**Enviro-Crews Cleaning LLC**

---

Address: 45 E. City Ave  
Bala Cynwyd, PA 19004  
(800) 478-9173

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: enviro-crews cleaning@mail.com

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**Envirotest, Ltd.**

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Address: 3902 Braxton Drive  
Houston, TX 77584  
(713) 782-4411

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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**Epic Solar Control, LLC**

---

Address: 192 Industrial Blvd.  
Suite #111  
Mckinney, TX 75069  
(469) 577-9933

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: chriseder@epicsolarcontrol.com  
kelly@epicsolarcontrol.com  
zina.thomas@epicsolarcontrol.com

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**Eplusc3.com (Eplusc3.com)**

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Address: 12460 e cortez dr  
scottsdale, AZ 85259  
(480) 510-5626

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: alan@eplusc3.com

Initiation Type: Automatic

### Equipment Depot LLC (Equipment Depot)

---

Address: 16330 Air Center Blvd  
Houston, TX 77032  
(713) 869-6801

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: michael.schaad@eqdepot.com

### Equipment Management Services

---

Address: 6910 S Lake Houston Pkwy  
Houston, TX 77049  
(713) 675-4442

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### ERC Environmental & Construction Services, Inc.

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Address: 1017 BLACKHAW STREET  
Houston, TX 77079  
(713) 290-9444

Classifications: CPC (Primary)  
TIP  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Submitted

Status Date: 8/9/2023 02:28 PM (CT)

Response Date: 8/17/2023 09:20 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: kazarpour@erc-tx.com  
shoran@erc-tx.com  
apaterson@erc-tx.com

### Ernst & Young LLP

---

Address: One Victory Park  
Dallas, TX 75219  
(214) 969-8000

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/9/2023 10:42 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: bradley.nichols@ey.com  
fslleadsearch@ey.com  
jacquelyn.pienciak@ey.com

### ESESIS Environmental Partners Corp

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Address: P.O. Box 889  
Elm Mott, TX 75110  
(254) 829-1477

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ccole@esesis.net

### Europa Homes Construction LLC

---

Address: 2234 Winding Hollow Dr  
Katy, TX 77450  
(281) 964-8101

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### Excel Beyond Circumstances (Meredith James)

Address: 11818 Greenmesa Dr.  
12402 Greensbrook Forest Dr.  
Houston, TX 77044  
(281) 809-3996

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: excelbeyond@yahoo.com

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### Excel Medical Waste

Address: 6410 Long Drive  
Houston, TX 77087  
(713) 904-6305

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### Executive Pro High Cleaning Agency (Executive Pro High Cleaning Agency)

Address: 9175 Shepherd Drive  
9175 shepered dr  
Beaumont, TX 77707  
(409) 673-9886

Classifications: HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/9/2023 05:51 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: executiveprohighcleaningagenc@gmail.com

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### ExerPlay, Inc

Address: 12220 N Hwy 14, Suite 5  
PO Box 1160  
Cedar Crest, NM 87008  
(505) 281-0151

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: vicki@exerplay.com

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### Exterior Creations Inc (Exterior Creations Inc)

Address: 12510 Donna Drive  
Houston, TX 77067  
(281) 877-0500

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: casey@ecitx.com

### Extreme Air Duct Cleaning And Restoration Services

Address: 5934 Rutherglenn Dr  
Houston, TX 77096  
(832) 699-0888

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: extremeairducthouston@yahoo.com

### EZ-ACCESS (Homecare Products Inc.)

Address: 700 Milwaukee Ave N.  
Algona, WA 98001  
(800) 258-8503

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sled@ezaccess.com

### F.H. Paschen, S.N.Nielsen & Associates LLC

Address: 5515 N. East River Road  
Chicago, IL 60656  
(773) 444-3474

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jlenhart@fhpaschen.com  
lwright@fhpaschen.com  
swoods@fhpaschen.com

### Facilities Electric, Inc.

Address: 12933 Brittmoore Park Drive  
Houston, TX 77041  
(713) 647-6767

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ddurrett@facilitieselectric.com

### FACILITIES INTEGRATED SOLUTIONS & CONSULTING LLC

Address: 21145 FM 529 SUITE 1114  
CYPRESS, TX 77433  
(877) 723-4311

Classifications: MBE  
HUB (Primary)

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: nhamler@fiscllc.com

WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Facility Response Group (Facility Response Group)

---

Address: 16910 Hwy123 N  
San Marcos  
San Marcos, TX 78666  
(512) 381-2355

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Facility Solutions Group

---

Address: 5091 Steadmont  
Houston, TX 77040  
(713) 462-6258

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Brian.dwyer@fsgi.com  
daniel.mclaughlin@fsgi.com  
andrew.dillon@fsgi.com

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Fazangelo Prosperity LLC

---

Address: 26 pineneedle place  
the woodlands  
the woodlands, TX 77382  
(504) 275-6680

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: fazandelatanja@gmail.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### FCS Services

---

Address: 46 Sylvan Forest Drive  
None  
Spring, TX 77381  
(832) 349-2213

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: m.fiorenza@fcsservices.us

Classifications: CPC  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Ferguson Enterprises Inc

---

Address: 12500 jefferson ave

Response Status: No Response

newport news, VA 23602  
(757) 874-7795  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: clinton.hudson@ferguson.com  
Andrew.Flynn@ferguson.com

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### FERN Environmental LLC

Address: 10103 Fondren Rd., Ste. 425  
Houston, TX 77096  
(832) 797-3059  
Classifications: MBE (Primary)  
SBE  
HUB

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: greg@fernenvironmental.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

---

### Fidis Logistics, LLC

Address: 15814 Champion Forest Dr  
#1129  
Spring, TX 77379  
(346) 306-8358

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: contact@fidislogistics.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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### Filter Maintenance Company, Inc

Address: 8310 Castleford St, #120  
Houston, TX 77040  
(713) 432-0068

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: lora.m@filtermaint.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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### FIRST NATIONAL HOMES, INC.

Address: 15116 LEE RD. STE. # 508  
HUMBLE, TX 77396  
(832) 868-3366

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: fngroup@hotmail.com

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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### Fitz Associates, LLC



Address: 1218 Carpenter Rd  
Humble, TX 77396  
(281) 904-9280

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier  
Initiation Type: Not Invited

Response Status: Submitted  
Status Date: 8/14/2023 09:05 AM (CT)  
Response Date: 8/21/2023 01:39 PM (CT)

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### Flintco, LLC (Flintco, LLC)

Address: 2950 North Loop West, Suite 450  
Houston, TX 77092  
(713) 471-0131

Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: jessica.long@flintco.com

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### floors 2 adore

Address: 505 N. Sam Houston Pkwy East,  
Suite #455  
Houston, TX 77060  
(832) 875-8648

Classifications: MBE  
CPC (Primary)  
SBE  
HUB

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

---

### Floor-Tex Commercial Flooring, LLC

Address: 18071 FM 1314  
Conroe, TX 77302  
(936) 521-1600

Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

---

### Floral Park Consulting LLC

Address: 30, Irving Ave  
Floral Park, NY 11001  
(516) 727-6806

Participation Type: Active Supplier  
Initiation Type: Not Invited

Response Status: Viewed  
Status Date: 8/8/2023 03:24 AM (CT)

## Florida

Address:	4050 Esplanade Way Tallahassee, FL 32399 (850) 487-9863	Response Status:	No Response
Participation Type:	Offline Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	
Initiation Type:	Manual		

## FMG Construction Development (FMG Construction Development)

Address:	2555 N. MacGregor Way Houston Houston, TX 77004 (832) 875-4746	Response Status:	No Response
Classifications:	MBE (Primary) SBE HUB	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	mmcccloud.fmg@gmail.com
Email Status:			
Initiation Type:	Automatic		

## FMG Construction Group, LLC

Address:	2555 N. MacGregor Way Houston, TX 77004 (713) 485-4641	Response Status:	No Response
Classifications:	MBE SBE HUB (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	dferez@fmgtx.com
Email Status:			
Initiation Type:	Automatic		

## ForeFront Power

Address:	100 Montgomery Street Suite 725 San Francisco, CA 94104 (650) 740-0191	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	proposals@forefrontpower.com
Initiation Type:	Automatic		

## Forge CCM, Inc.

Address:	1619 Peavy Rd Dallas, TX 75228 (972) 536-3267	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	service@forgeccm.com

Initiation Type: Automatic

## Fort Bend Mechanical & Construction LLC

---

Address: 13802 Murphy Road  
Stafford, TX 77477  
(281) 403-4822

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: eric@fortbendmechanical.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Fort Worth Electric

---

Address: 812 E 9TH ST  
FORT WORTH, TX 76102  
(817) 870-2266

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: alysona@fwetx.com

Classifications: MBE  
SBE  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Foundation Specialists

---

Address: 5728 Teague Road  
Houston, TX 77041  
(713) 690-5330

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: tony@foundationexperts.com

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## FRAGMA Construction Services, LLC (FRAGMA Construction Services, LLC)

---

Address: 9863 Tanner Road Suite H  
Houston, TX 77041  
(346) 240-2145

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: manny@fragmaconstruction.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Frame-Work Consult

---

Address: 13211 DURBRIDGE TRAIL  
DRIVE  
HOUSTON  
HOUSTON, TX 77065  
(888) 760-2544

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: info@f-wcon.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Freese and Nichols, Inc.**

Address: 4055 International Plaza, #200  
Fort Worth, TX 76109  
(817) 735-7300

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: leadservices@freese.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Frontier Services Group (Frontier Services Group)**

Address: 13735 FM 529 Road  
Houston  
Houston, TX 77041  
(713) 937-8700

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: info@frontiergp.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Frontier Waterproofing**

Address: 332 E. Oak St.  
Denton, TX 76201  
(940) 566-4856

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: haleigh@frontierwaterproofing.com

Classifications: TCP  
TIP  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **FRS Trenchcore**

Address: 7911 Buffalo View Ln  
cypress, TX 77433  
(713) 300-2341

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: company@trenchcore.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Full Circle Cleaning**

Address: 8119 East Amelia Avenue  
SCOTTSDALE, AZ 85251  
(480) 616-4407

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: fullcirclearizona@gmail.com

Classifications: SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Fullidity LLC (Fullidity LLC)**

---

Address: 2339 Commerce St  
Houston, TX 77002  
(832) 323-9227

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Future Buildings (Future Sales (U.S.), Inc)**

---

Address: 801 Broadway Ave NW suite 215  
Grand Rapids, MI 49504  
(616) 600-0047

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mdow@futurebuildings.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **G.A.M. Construction Inc**

---

Address: 3091 College Park Drive  
Suite 240-134  
The Woodlands, TX 77384  
(281) 923-1154

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: caribeproperties@gmail.com

Classifications: HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **G4C Enterprises, LLC**

---

Address: P.O. Box 1272  
Pflugerville, TX 78691  
(512) 566-2365

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gary@g4centerprisesllc.com

Classifications: MBE  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Gainsborough Waste**

---

Address: 950 McCarty

Response Status: No Response

Houston, TX 77029 (713) 785-8050	Invitation Date: 8/7/2023
Participation Type: Active Supplier	Invitation Emails: larry@gtxwaste.com elizabeth@gtxwaste.com
Email Status:	
Invitation Type: Automatic	

### Gant Industries Inc

---

Address: 21912 Mueschke Rd, Bldg A Tomball, TX 77433 (281) 660-1779	Response Status: No Response
Classifications: SBE (Primary)	Invitation Date: 8/7/2023
Participation Type: Active Supplier	Invitation Emails: brad@gantindustries.com
Email Status:	
Invitation Type: Automatic	

### Gazelle Capital, LLC

---

Address: 6785 58TH AVE N Saint Petersburg, FL 33709 (503) 544-7450	Response Status: No Response
Classifications: SBE (Primary)	Invitation Date: 8/7/2023
Participation Type: Active Supplier	Invitation Emails:
Email Status:	
Invitation Type: Automatic	

### GC Commercial Construction

---

Address: 6420 Richmond Ave. 201 Houston, TX 77057 (713) 532-3601	Response Status: No Response
Participation Type: Active Supplier	Invitation Date: 8/7/2023
Email Status:	Invitation Emails: cory@gccommercialconst.com
Invitation Type: Automatic	

### Geaux Crates & Storage, LLC

---

Address: 14504 North Freeway Houston, TX, TX 77090 (832) 434-4018	Response Status: No Response
Participation Type: Active Supplier	Invitation Date: 8/7/2023
Email Status:	Invitation Emails:
Invitation Type: Automatic	

### General Commercial Solutions, LLC

---

Address: 16503 BLUFF SPRINGS DR HOUSTON, TX 77095 (832) 613-4611	Response Status: No Response
Classifications: MBE (Primary)	Invitation Date: 8/7/2023
	Invitation Emails: janie@gcshtx.com

SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### General Sports Surfaces LLC

---

Address: 8717 Forum Way  
Suite E  
Fort Worth, TX 76140  
(817) 295-6616

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: l.puentes@generalss.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Generocity Services Inc.

---

Address: 1212 Winding Way Dr  
Friendswood, TX 77546  
(281) 482-8881

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: CHAD@GENEROCITYSERVICE  
S.COM

Classifications: CPC (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### GenStrong, LLC

---

Address: 436 RALEIGH ST  
WILMINGTON, NC 28412  
(985) 789-2770

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: chris.walker@genstrong.us

Classifications: SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Geofill Construction

---

Address: 9900 Doerr Lane  
Schertz, TX 78154  
(210) 599-3100

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jan@geofillconstruction.com  
srodriguez@geofillconstruction.co  
m

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### George Meeks Landpro, Inc

---

Address: 10655 Bammel N Houston Rd.

Response Status: No Response

Suite 100  
Houston, TX 77086  
(281) 591-7372

Initiation Date: 8/7/2023  
Initiation Emails: estimating@landproinc.net

Classifications: MBE  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Gerloff Company Inc.

---

Address: 14955 Bulvered Rd  
San Antonio, TX 78247  
(210) 490-2777

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: jgregory@gerloffinc.com  
jtitus@gerloffinc.com

Classifications: CPC (Primary)  
TAS

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### GermWrap

---

Address: 499 Pecan Forest  
New Braunfels, TX 78130  
(210) 202-7696

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Gilbane Building Company (Gilbane Building Company)

---

Address: 811 Main St  
2450  
Houston  
Houston, TX 77002  
(713) 209-1863

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: jvalha@gilbaneco.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Glenn Mikeska Enterprises LLC (Glenn Mikeska Enterprises LLC)

---

Address: 1201 Cardiff Road  
Brookshire, TX 77423  
(281) 395-9000

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Global Disaster Services, Inc.

---



Address: 8050 Evangeline Lane  
Beaumont, TX 77706  
(409) 861-1333

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### Global Water Technology, Inc.

Address: 8724 westpark Drive  
Houston, TX 77063  
(708) 349-9991

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cleblanc@gwt-inc.com

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### Goldstone Exterior Services

Address: 1721 Oak Tree Drive  
Houston, TX 77080  
(713) 462-6900

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jneustadt@goldstoneexterior.com

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### Good ol Boyz Plumbing (MDM Plumbing Services LLC)

Address: 220 S. 1ST Street  
Sanger, TX 76266  
(940) 320-4699

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### Gotham Partners LLC

Address: 800 Wilcrest Dr.  
SUITE #100  
Houston, TX 77042  
(713) 256-8673

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gothampartners1985@gmail.com

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### GrantWorks

Address: 2201 Northland Dr  
Austin, TX 78756  
(225) 229-5578

Participation Type: Active Supplier

Response Status: Viewed

Status Date: 8/14/2023 12:09 PM (CT)

Initiation Type: Not Invited

## Grassroots Construction & Maintenance LLC

Address: 5645 Hillcroft # 305  
Houston, TX 77036  
(832) 646-9460

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## Green Arrow Excavation & Septic Services

Address: PO Box 1053  
Pecos, NM 87552  
(505) 490-3126

Classifications: MBE  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: info@greenarrowexcavation.com

## Green Site, LLC

Address: 7828 Millers Corner  
Elkridge, MD 21075  
(410) 579-4522

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ray@greensitesales.com

## Greenspring Construction Services

Address: 1405 S Fern St #566  
Arlington, VA 22202  
(571) 239-4373

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: constructiongreenspring@gmail.com

## Greywater Holding LLC dba X8 Environmental (Greywater Holding LLC dba X8 Environmental)

Address: 1110 N AVE. T  
LUBBOCK, TX 79415  
(806) 939-0033

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dburnett@x8e.us

## Groundbreaker Construction

Address: 9898 Bissonnet  
Suite 350  
Houston, TX 77036  
(713) 423-4329

Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: roger@gbreaker.com

## GSD Construction

Address: 1901 Houston Ave.  
Houston, TX 77007  
(713) 213-3161

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: Viewed  
Status Date: 8/14/2023 08:40 AM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: j.graeve@gsd-tx.com

## GSI Highway

Address: 2861 S Beltline Rd  
Dallas, TX 75253  
(214) 477-8136

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

## GTBMC LLC (Got To Be More Careful LLC)

Address: 411 N Sam Houston Pkwy E  
Ste 365  
HOUSTON, TX 77060  
(346) 479-6256

Classifications: MBE  
SBE  
HUB (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status: Fail  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: renita@gtbmcllc.com

## Guardian Facility Solutions (Guardian Facility Solutions)

Address: 20831 White Hyacinth Dr.  
Cypress, TX 77433  
(281) 463-7073

Classifications: SBE (Primary)  
Participation Type: Active Supplier

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: em@guardianfstx.com

Email Status:

Initiation Type: Automatic

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### Gulf Coast Boiler Service Co. (TK Boilers, LLC)

---

Address: 14149 Interdrive W.  
Houston, TX 77032  
(713) 271-6877

Classifications: CPC  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: rfarrar@gulfcoastboiler.com  
todd@gulfcoastboiler.com

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### Gulf Coast Painting & Construction

---

Address: PO Box 531647  
Harlingen, TX 78553  
(956) 536-0925

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gcpsa92@yahoo.com

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### Gulf States Laundry Machinery

---

Address: 12647 Memorial Drive  
Houston, TX 77024  
(281) 744-3204

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: laundrylady2015@gmail.com

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### Gulftex (B J Interest, Inc.)

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Address: 7710 Cherry Park Dr., Suite T-425  
Houston, TX 77095  
(281) 727-6915

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: billt@gulftex92.com

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### Gunn Janitorial LLC

---

Address: 3701 Luella #801  
laporte, TX 77571  
(979) 291-4736

Classifications: MBE (Primary)  
SBE  
WBE

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gunnjanitorial101@yahoo.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **GW Phillips Concrete Construction, Inc.**

---

Address: 117 Oates Rd  
Houston, TX 77013  
(713) 674-9400

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: accounting@gwphillipsconstruction.com

### **H.B. Neild & Sons, Inc.**

---

Address: 5950 Walden Rd.  
Beaumont, TX 77720  
(409) 842-2272

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: SDaniels@HBNeild.com

### **H.N.A. Electric, Inc.**

---

Address: 1502 E. Price St.  
Laredo, TX 78040  
(956) 441-0252

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: hector.alonzo@hnaelectric.com

### **Hallmark Mitigation & Construction**

---

Address: 703 Golden Bear Lane  
Kingwood, TX 77339  
(832) 777-1525

Classifications: SBE  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jhallmark@hallmark-mc.com

### **hard work construction (hard work construction)**

---

Address: 351 scott rd

Response Status: No Response

cleveland, TX 77328  
(281) 682-8707  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status: Fail  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: bobbyr9@aol.com

### Hardy Construction (Hardy Stephenson LLC)

---

Address: 4215 Carter Ferry Rd  
Milam,, TX 75959  
(409) 625-1387  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: steve@hardyconstructioncompany.com

### Harendt Construction Group, LLC.

---

Address: PO Box 226  
Dennis, TX 76439  
(817) 854-3080  
Classifications: HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: kharendt@harendtconstr.com

### Harness Roofing Inc.

---

Address: 415 South Main  
Harrison, AR 72601  
(870) 741-0245  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: Viewed  
Status Date: 8/8/2023 09:20 AM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: dwallin@harnessroofing.com

### Harris Construction (RJ Harris Construction (Gulf Coast)LP)

---

Address: 611 FM 1960 Bypass Road East  
Suite D  
Humble, TX 77338  
(281) 548-1600  
Classifications: HUB  
WBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: bids@harrisconstruction.us.com

### Harrison, Walker & Harper, LP

---

Address: 2510 S. Church Street

Response Status: No Response

Paris, TX 75460  
(800) 442-8326  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: jdavis@hwh1887.com

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### Harvest Innovative Solutions LLC (Harvest Innovative Solutions LLC)

Address: PO Box 1020  
Pinehurst, TX 77362  
(281) 259-7099

Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: johnfollis@teamHIS.com  
john@hi-markroofing.com

---

### Hawkins Lease Service, Inc

Address: PO BOX 1699  
Alvin, TX 77512  
(281) 331-2739

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: james@hawkinsleaseservice.com

---

### HB Construction

Address: 5301 Beverly Hills NE  
Albuquerque, NM 87113  
(505) 856-0404

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: chrisl@hbconstruction.com

---

### HCDE CPC

Address: 6005 Westview Drive  
Houston, TX 77055  
(713) 696-0786

Classifications: CPC (Primary)  
SBE

Participation Type: Active Supplier  
Initiation Type: Not Invited

Response Status: Viewed  
Status Date: 8/21/2023 01:15 PM (CT)

---

### HCS, Inc. Commercial General Contractor

Address: 365 Wayside  
Waco, TX 76705  
(254) 829-3200

Classifications: CPC (Primary)  
Participation Type: Active Supplier

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: pre-con@hcs-gc.com

Email Status:  
Initiation Type: Automatic

## HEL-GIE LLC

---

Address: 1641 Nile Dr., Unit 1032  
Corpus Christi, TX 78412  
(361) 425-8445

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: helgie808@gmail.com

## HENECO ENGINEERING AND CONSULTING

---

Address: 810 Highway 6 South  
Suite 210  
Houston, TX 77079  
(832) 230-4675

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: alex.dawotola@heneco.com

## Henock Construction

---

Address: 1423 E. Houston St.  
San Antonio, TX, TX 78202  
(210) 661-2737

Classifications: MBE  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: josh@henockconstruction.com

## Henthorn Commercial Construction, LLC

---

Address: 2011 Avenue C  
Lubbock, TX 79404  
(806) 687-3084

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dawson.rhett@gmail.com

## Herc Rentals

---

Address: 3920 North Freeway  
Houston, TX 77022  
(281) 636-1754

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: avery.braggs@hercrentals.com



Initiation Type: Automatic

### Heritage One Roofing, Inc.

---

Address: 3217 Halifax Street  
, United States  
Dallas, TX 75247  
(214) 353-8560

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: cubsfan10@hotmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Hightower industries LLC

---

Address: 29 A Stumpfield rd  
pensacola, FL 32503  
(850) 800-6028

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### HISPANIC LEARNING CENTER

---

Address: 16365 Park Ten Place  
suite 140  
Houston, TX 77084  
(713) 420-9707

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: admonhlc1@gmail.com

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Hi-Tek Sound & Signal, Inc.

---

Address: 15255 Gulf Freeway  
Suite 190B  
Houston, TX 77034  
(832) 731-4000

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: bobg@hitek84.com

Classifications: SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### HJD Capital Electric, Inc.

---

Address: 5424 Hwy 90 W  
San Antonio, TX 78227  
(210) 681-0954

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: marketing@hjdcapital.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Hoensty Environmental Services

Address: 6741B Satsuma Dr.  
Houston, TX 77041  
(713) 856-5354

Classifications: HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## HOLES INCORPORATED

Address: 9911 Franklin Rd  
Houston, TX 77070  
(281) 469-7070

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dispatch@holesinc.com

## Holtz/Adams Construction and Consulting, LLC

Address: P.O. Box 2728  
Universal City, TX 78148  
(210) 544-9887

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: betsy@holtzadamsconstruction.com

## Home Medic Restoration & Remodeling (Aurora Amk, Inc)

Address: 6830 N. Eldridge Pkway # 211  
Houston, TX 77041  
(281) 524-6334

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/16/2023 06:39 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: betsy@homemedicrestoration.com

## Honesty Construction Group (HCG Management LLC)

Address: 3102 Brahman Dr  
Manvel, TX 77578  
(832) 385-0201

Classifications: MBE (Primary)  
SBE

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gregw@honestycg.com  
julie@juliehartman.com

HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### Hoodz of Greater Houston & College Station (SparkySpark Inc)

---

Address: 183 Wade Pointe DR  
Montgomery, TX 77316  
(281) 528-0405

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dan.langdon@hoodz.us.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### Hooper Strategies

---

Address: 515 Davis Rd.  
Granbury, TX 76049  
(713) 305-1447

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Louise@hooperstrategies.com  
Les@HooperStrategies.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### Horizon International Group, LLC

---

Address: 4204 Bellaire Blvd.  
Houston, TX 77025  
(713) 660-8282

Response Status: Submitted

Status Date: 8/9/2023 10:44 AM (CT)

Response Date: 8/15/2023 04:12 PM (CT)

Classifications: MBE  
CPC (Primary)  
TAS  
SBE  
HUB  
WBE

Initiation Date: 8/7/2023

Initiation Emails: edees@hgiusa.com  
estimating@HGIUSA.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### Horns Crew Trucking (Alvin Horn)

---

Address: 107 B Cherie Ln  
Longview, TX 75604  
(903) 295-5856

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: hornscrew@screw@yahoo.com

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### Houston Construction Services

---

Address:	18703 White Candle Dr Spring, TX 77388 (832) 444-8300	Response Status:	No Response
Classifications:	MBE (Primary) SBE HUB	Initiation Date:	8/7/2023
		Initiation Emails:	ray@houstonconstructionservices.net
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

**Houston Elite Risk Management (T.R. Grace & Company, Inc.)**

---

Address:	P.O. Box 420458 Houston, TX 77242 (866) 668-7472	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

**Houston Miracle Maids**

---

Address:	10777 Westhimer Houston, TX 77042 (281) 849-3629	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	HoustonMiracleMaids@gmail.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

**HOUSTON'S #1 CLEANING SPECIALIST, LLC (Hernandez)**

---

Address:	9803 harwin drive, suite d Houston, TX 77036 (713) 785-8600	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	h1cs@sbcglobal.net
Classifications:	MBE SBE HUB WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

**Houtex Electric**

---

Address:	712 Booth St. Houston, TX 77009 (832) 701-3300	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	houtexelectric@hotmail.com
Participation Type:	Active Supplier		

Email Status:  
Initiation Type: Automatic

### Hou-Tex Glass & Mirror Co (Hou Tex Newnom Inc.)

---

Address:	1185 Brittmoore Rd Houston, TX 77043 (713) 777-0748	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	rick@houtexglass.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### HQ-Sports LLC

---

Address:	24871 S Ellsworth Rd Suite 100-304 queen creek, AZ 85142 (480) 390-4350	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	ehoh@hq-sports.com
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Hubble Electronics, LLC (Same)

---

Address:	10302 Prospect Hill Dr Houston, TX 77064-5414 (832) 816-7563	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	Robert@hubbleelectronics.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Hudson Building Systems

---

Address:	10412 Rockley Road Houston, TX 77099 (281) 933-9354	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Hugh Patrick Constructors, Inc.

---

Address:	PO Box 1757 Texas City, TX 77592 (409) 948-2949	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	hupatco@comcast.net
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Hunt and Associates Inc.

---

Address:	4909 E. Grimes Ave, Suite 118 Harlingen, TX 78550 (956) 459-1696	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	KeithF54@aol.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

### **Hyco Building Maintenance (Hyco Building Maintenance)**

Address:	8301 Braniff ste 102 Houston Houston, TX 77061 (713) 242-7000	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

### **I/S Mechanical (Inno/lution)**

Address:	29811 Spring Acres Spring, TX 77386 (832) 585-3706	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	brandon.markgraf@gmail.com
Classifications:	MBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

### **ICC Construction Inc.**

Address:	151 Helena St El Paso, TX 79928 (915) 497-4061	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

### **ICC Thermal Mapping and Data Analytcs (Infrared Concepts Corporation)**

Address:	465 South Orlando Ave Maitland, FL 32825 (407) 501-1687	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	mvitaleiccthermal@gmail.com
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## ICI Construction, Inc. (ICI Construction, Inc.)

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Address:	24715 West Hardy Road, Spring, TX 77389 Spring, TX 77373 (281) 355-5151	Response Status:	Viewed
		Status Date:	8/15/2023 11:13 AM (CT)
		Initiation Date:	8/7/2023
		Initiation Emails:	bids@iciconstructioninc.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## ICON Diversified, LLC

---

Address:	1909 Woodland Hills Lane Weatherford, TX 76087 (817) 913-2644	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Classifications:	SBE HUB WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Idelmar Construction LLC

---

Address:	5966 Southwind St. Houston, TX 77033 HOUSTON, TX 77033-2032 (832) 491-0902	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	isabeldelgado@idelmarconstruction.com
Classifications:	HUB (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## IDG Services, Inc.

---

Address:	1403 TI Blvd. Ste. A Richardson, TX 75081 (972) 234-9920	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Classifications:	HUB (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Idlewood Construction

---

Address:	13721 ALMEDA SCHOOL RD Houston Houston, TX 77047 (832) 840-0419	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	tallor@idlewoodconstruction.com
Participation Type:	Active Supplier		

Email Status:  
Initiation Type: Automatic

---

**IEM, Inc.**

Address: 2801 Slater Rd., Suite 110  
Morrisville, NC 27560  
(919) 237-7520

Classifications: HGA  
TXM (Primary)

Participation Type: Active Supplier

Email Status:  
Initiation Type: Automatic

Response Status: Viewed  
Status Date: 8/9/2023 11:35 AM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: bids@iem.com

---

**IFS Group Inc.**

Address: 700 Louisiana Street  
Bank of America Building  
Houston, TX 77002  
(832) 390-2659

Participation Type: Active Supplier

Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

---

**IGH Contracting Services LLC**

Address: 10107 Erin Glen Way  
Pearland, TX 77584  
(346) 267-6103

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ighcontracting@yahoo.com

---

**Ignatius Cleaning Solutions LLC**

Address: 2408 Gilmerton Road  
Chesapeake, VA 23323  
(757) 818-1223

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ignatiuscleans@gmail.com

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**Illinois**

Address: 100 W. Randolph  
Chicago, IL 60601  
(312) 814-4190

Participation Type: Offline Supplier

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:



Email Status:  
Initiation Type: Manual

### Imani Quality Concept LLC

---

Address:	3115Washington Blvd Beaumont, TX 77705 (409) 842-4700	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	hardy@imaniquilityconcepts.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Imbue Cleaning Solutions (Imbue Cleaning Solutions)

---

Address:	2397 Richwood Drive Augusta Augusta, GA 30906 (706) 360-8079	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	Jermezw@imbuecleaning.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Immenance Logistics

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Address:	236 Manchu ct clinton, MS 39056 (662) 722-3658	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	immenancelogisticsltd@gmail.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Impact Stone Design

---

Address:	3118 Golfcrest Blvd. Houston, TX 77087 (713) 731-7222	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	veronica@impactstonedesign.com
Classifications:	MBE (Primary) SBE HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### IMS Dodge

---

Address: 945 Hornblend  
San Diego, CA 92109  
(858) 490-8811

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### **INCREDIBLE AUTO CARE (INCREDIBLE AUTO CARE)**

Address: 2312 BISHOP RD  
Bryant, AR 72022  
(501) 481-8150

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: INCREDIBLEAUTOCARE@OUTLOOK.COM

### **Indi Construction Partners (fka: A Status Construction LLC)**

Address: 4031 Ellis Rd  
Suite 100  
Friendswood, TX 77546  
(713) 876-9164

Classifications: MBE (Primary)  
CPC  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dsaenz@nieto.com  
eg@astatusconstruction.com  
mr@indiconstruction.com

### **Indiana**

Address: 402 W Washington St  
Indianapolis, IN 46204  
(317) 232-3061

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### **Industrial Air Tool (PSS Industrial Group Corp)**

Address: 513 Vermillion  
Pasadena, TX 77506  
(713) 477-3144

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ernie.granato@industrialairtool.com

### **INFINITY CONTRACTORS INT'L LTD**

Address: 1400 Everman Parkway  
Suite 134  
Fort Worth, TX 76140  
(817) 838-8700

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: KMilliren@infinitycontractors.com  
service@infinitycontractors.com

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### Inland Environments Ltd.

Address: PO Box 6751  
Kingwood, TX 77325  
(281) 354-7500

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/9/2023 09:47 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: Jed@InlandEnvironments.com

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### Innovative Consulting LLC

Address: 4400 S. Wayside  
Suite 101  
HOUSTON, TX 77087  
(281) 793-7111

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Initiation Type: Not Invited

Response Status: Viewed

Status Date: 8/10/2023 11:18 AM (CT)

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### InnovsiteLLC

Address: 2773 white oak drive  
Decatur  
Decatur, GA 30032  
(404) 919-7015

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: hakim@innovsite.com

---

### Institute for Building Technology and Safety

Address: 45207 Research Place  
VA, VA 20147  
(703) 548-1320

Participation Type: Active Supplier

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cmiller@ibts.org

Email Status:

Initiation Type: Automatic

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**Intercon Environmental, Inc.**

---

Address: 210 S. Walnut Creek Drive  
Mansfield, TX 76063  
(817) 477-9995

Classifications: CPC (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: karen@intercon-environmental.com

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**INTERNATIONAL PROPERTY DEVELOPMENTS LLC DBA THE SIGNITURE GROUP  
(INTERNATIONAL PROPERTY DEVELOPMENTS LLC DBA THE SIGNITURE GROUP)**

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Address: 346 Twin City Hwy  
Port Neches, TX 77651-6203  
(409) 729-9329

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/8/2023 12:28 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: ccosca@ts-grp.com

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**Interprise/Southwest Interior & Space Planning, In (Interprise/Southwest Interior & Space Planning, In)**

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Address: 14241 DALLAS PKWY  
SUITE 260  
DALLAS, TX 75254  
(972) 385-3991

Classifications: SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: BD@interprisedesign.com

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**Interstate Restoration LLC**

---

Address: 3401 Quorum Dr  
Ste 300  
Fort Worth, TX 76137  
(602) 999-3619

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: kim.hartz@firstonsite.com

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**Intex Flooring**

---

Address: 8316 Willow Place Dr, North  
Building C  
Houston, TX 77070  
(281) 397-7760

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: mike@intexflooring.com

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**INVZBL (INVZBL, LLC)**

Address: 11801 Domain Blvd 3rd floor  
Austin, TX 78758  
(678) 687-1016

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: Christian@invzbl.com

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**Iowa State**

Address: 321 East 12th Street  
Des Moines, IA 50319  
(515) 281-5796

Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

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**iParametrics, LLC**

Address: 2325 Lakeview Parkway  
Suite 200  
Alpharetta, GA 30009  
(770) 664-6636

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: paul.pelletier@iparametrics.com

---

**I-Raos, Inc**

Address: 8765 Orchard View Lane  
Pearland, TX 77584  
(832) 740-8786

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: prabha.radhakrishnan@iraos.net

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**Isaulas Express Inc. (Isaulas Express Inc.)**

Address: 2840 Shadowbriar Dr. Suite 614

Response Status: No Response

Houston, TX 77077  
(713) 805-0729

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: isaulasinc@yahoo.com

## ISES Corporation

---

Address: 3100 Breckinridge Blvd.  
Suite 400  
Duluth, GA 30087  
(770) 879-7376

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: RobG@isescorp.com

## IT Installs (BBSC Corp)

---

Address: 4731 Malory Place  
Sarasota, FL 34241  
(941) 378-3767

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bud@it-installs.com

## J Frank Consulting (Joan Frank)

---

Address: 105 CR 530  
Fairfield, TX 75840  
(347) 625-1882

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jfsartin@gmail.com

## J Reynolds & Co., Inc.

---

Address: 369 Sansom Blvd.  
Saginaw, TX 76179  
(817) 306-9596

Classifications: TIP (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: clint@jreynolds.com  
mskipper@jreynolds.com

## J THOMAS II CONSTRUCTION, LLC (J THOMAS II CONSTRUCTION, LLC)

---

Address: 325 N Hancock St  
Angleton  
Angleton, TX 77515  
(979) 922-2480

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: jtii1construction@gmail.com

---

### **J.L. Squared Construction (J.L. Squared Construction)**

Address: P.O. Box 10376  
Corpus Christi, TX 78460  
(201) 385-3591

Classifications: CPC (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: jlsquaredcctx@gmail.com

---

### **J.S. Electric, Inc.**

Address: 4702 FM 1327  
Buda, TX 78610  
(512) 243-2700

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: jschmidt@jselectric.com

---

### **J2 General, LLC (J2 General, LLC)**

Address: P.O. Box 1028  
Cedar Park, TX 78630  
(512) 649-6569

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: jrider@J2general.com

---

### **JaCody Construction, LP**

Address: 10770 State Hwy 30

Response Status: No Response

400  
College Station, TX 77845  
(979) 774-5613

Invitation Date: 8/7/2023  
Invitation Emails: cari.richter@jacodyconstruction.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### Jahmor Janitorial Services

Address: 3814 Goulburn  
Houston, TX 77045  
(512) 633-5246

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: dsmith@jahmorenterprise.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### JAK Environmental, LLC

Address: 14119 Sherburn Manor Drive  
Cypress, TX 77429  
(832) 473-9855

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: a.kruger@jakcompanies.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### Jamail & Smith Construction, LP

Address: 350 Glenborough, Suite 180  
Houston, TX 77067  
(281) 461-7075

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: gsmith@jamailsmith.com  
mvela@jamailsmith.com

Classifications: TAS (Primary)  
TCP  
TXM

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### Jarrar & Company, Inc.

Address: 9119 Emmott Road  
Houston, TX 77040  
(832) 467-4750

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: jjarrar@jarrarandcompany.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### JAX CONSTRUCTION

Address: 7021 MILE 7 1/2 RD

Response Status: No Response



MISSION, TX 78573  
(956) 789-0246

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails:

---

### **JBRI Construction Services, LLC**

Address: 2115 Diane Street  
Pinehurst, TX 77362  
(832) 302-5234

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jbriservices@yahoo.com

---

### **JC Stonewall Constructors, LP**

Address: 11210 Steeplecrest Drive  
Suite 310  
Houston, TX 77065  
(713) 660-8334

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jcolwell@stonewallconstructors.com

---

### **Jeffrey's Landscaping**

Address: 636 N Ed Carey Dr. STE 300  
Harlingen, TX 78552  
(956) 244-0563

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ydiaz5830@gmail.com

---

### **JEGAS Construction**

Address: PO Box 25183  
Houston, TX 77265  
(832) 726-8269

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

---

### **JEGON Industrial Services, LLC.**

Address: 526 Kentucky St.  
South Houston, TX 77587  
(713) 946-1361

Classifications: MBE

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jesus@jegonindustrial.com

SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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### JERICHO FOUNDATION REPAIR

Address: 9430 WHITE CHAPEL  
HOUSTON, TX 77074  
(713) 772-7523

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### Jet Industrial Service Group

Address: 23264 IH 10  
Vidor, TX 77662  
(409) 769-0430

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: c.townley@jetisg.com

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### Jim E Owens, Facilities Consulting, LLC

Address: 15508 Avenue C  
Channelview, TX 77530-4024  
(832) 477-0187

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jeowens@me.com

---

### Jimenez Electric LLC

Address: 5001 Cascade Dr  
Corpus Christi, TX 78413  
(361) 434-9137

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dawn@jimenez-electric.com

---

### Jimtex Electric LLC (Jimtex Electric LLC)

Address: 11215 Jones Rd West Suite H

Response Status: No Response

Houston, TX 77065  
(832) 875-6407  
Classifications: SBE  
HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: jj@jimtexelectric.com

---

### JJ Flores Roofing (Roofing & Construction by JJ Flores, LLC)

Address: 1810 Aguila Azteca Dr.  
Laredo, TX 78043  
(956) 722-7688  
Classifications: MBE (Primary)  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: robertmtz3@outlook.com

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### JKAJ SERVICE CORP, LLC

Address: 16103 Queensdale Dr.  
Houston, TX 77082  
(832) 754-1765  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: jkajservice@outlook.com

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### JLA Construction Solutions

Address: 15825 SH249  
Suite 24  
Houston, TX 77086  
(713) 398-6998  
Classifications: MBE (Primary)  
SBE  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: Viewed  
Status Date: 8/21/2023 11:16 AM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: bobby@jlacs.net  
estimating@jlacs.net  
melita@jlacs.net  
tish@jlacs.net  
sylvia@jlacs.net

---

### JNI

Address: 2704 N. MLK  
Lubbock, TX 79403  
(806) 239-7048  
Classifications: MBE (Primary)  
HUB  
Participation Type: Active Supplier  
Email Status:

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: jniccontractors@hotmail.com

Initiation Type: Automatic

## JNJ RESURFACING DBA (JUAN JESUS ZAMORA)

---

Address: PO BOX 630662  
HOUSTON, TX 77263  
(713) 386-9768  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:  
Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

## Johnson Atala & Associates

---

Address: 2500 West Loop South, Suite 310  
Houston, TX 77027  
(713) 621-3030  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: gatala@johnsonatala.com  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

## Jomar Electrical Contractors (Jomar Contractors)

---

Address: 770 N Sam Houston Pkwy E  
Houston, TX 77060  
(281) 441-2299  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: rprice@jomarinc.com  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

## Jon M. Warren, LLC

---

Address: 122 Private Road 3005  
Decatur, TX 76234  
(817) 586-8617  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: jon@jonwarren.net  
Classifications: DIR  
HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

## Jones and Moore Hauling com

---

Address: 12407 Ormandy  
Houston, TX 77085  
(832) 290-8582  
Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: jonesandmoorehauling@yahoo.com  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

## Jones Lang LaSalle (JLL)

Address: 1400 Post Oak Blvd  
Houston, TX 77056  
(713) 888-4049

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sundaresh.kamath@am.jll.com

## Jones Walker LLP (Jones Walker LLP)

Address: 811 MAIN, SUITE 2900  
HOUSTON, TX 77002  
(713) 437-1811

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: rgreen@joneswalker.com

## Jonmar Electric, Inc.

Address: 7700 Renwick Suite 6A  
Houston, TX 77081  
(713) 668-1559

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jgilroy@jonmar.com

## Jovisa Construction Corp (Jovisa Construction Corp)

Address: 14815 Beatty Dr  
Humble, TX 77396  
(281) 608-9125

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jovisaconstruction@gmail.com

## JR Jones Roofing

Address: 5511 Mitchelldale St.  
Houston, TX 77092  
(713) 522-1600

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Manual

Response Status: Submitted

Status Date: 8/21/2023 07:22 AM (CT)

Response Date: 8/21/2023 07:56 AM (CT)

Initiation Date: 8/8/2023

Initiation Emails: bids@jrjroofing.com

## JR Thomas Group, Inc. (JR Thomas Group, Inc.)

Address: 2019 Wichita St

Response Status: No Response

Classifications: Houston, TX 77004  
(713) 429-3694  
MBE  
CPC (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: jthomas@tgmhouston.com  
kimw@tgmhouston.com

### JTB Services Inc

---

Address: 9026 Lambright Rd  
Houston, TX 77075  
(713) 941-4141

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bnbulgier@jtb services.com

### JUST CONSTRUCTION

---

Address: 4241 Purdue Street  
Houston  
Houston, TX 77005  
(832) 767-1703

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: justconstruction14@gmail.com

### Jv-janitorial

---

Address: 5805 tackett ct  
Fortworth, TX 76112  
(817) 829-1283

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: j\_vjanitorial@yahoo.com

### K & K Quality Contractors LLC (K & K Quality Contractors)

---

Address: 4321 Town Plaza Dr G3  
houston, TX 77045  
(281) 889-5152

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: kkqualityc@gmail.com

### K & S Contracting, Inc

---

Address: 17639 Telge Road

Response Status: No Response

Cypress, TX 77429  
(832) 446-6524

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: kim@kscont.com

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### **K&R Mechanical Services, LLC (K&R Mechanical Services, LLC)**

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Address: 12634 Haynes Rd, Suite B  
HOUSTON, TX 77066  
(281) 408-9414

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: kluker@krmechanicalsvcs.com  
nbonin@krmechanicalsvcs.com  
estimating@krmechanicalsvcs.co  
m  
robert.cook@krmechanicalsvcs.co  
m

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### **KANKO (Floyd's Chores & Odd Jobs)**

---

Address: 2031 Cedar Valley  
Dallas  
Dallas, TX 75232  
(469) 554-8409

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: kankobidops@gmail.com

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### **Kansas**

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Address: 1000 SW Jackson St  
Topeka, KS 66612  
(785) 296-3425

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### **Key HTX Development & Holdings (Key HTX Development & Holdings)**

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Address: 315 W. Alabama STE 104  
HOUSTON, TX 77006  
(713) 425-3947

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/8/2023 09:49 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: kdale@key-htx.com

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### **KIDS ROBOTIC ACADEMY, LLC**

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Address: 4007 BELLAIRE BLVD  
SUITE: KK  
HOUSTON, TX 77025

Response Status: Viewed

Status Date: 8/14/2023 08:04 PM (CT)

(713) 454-7004  
Classifications: MBE  
SBE (Primary)  
WBE  
Participation Type: Active Supplier  
Initiation Type: Not Invited

### **KIKO Construction (KIKOCon, Inc.)**

Address:	738 Washington Circle Harlingen, TX 78550 (956) 357-4673	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	vlozano.kikocon@gmail.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **Kilgore Industries**

Address:	10050 Houston Oaks Drive Houston, TX 77064 (713) 924-4900	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	malaimo@kilgoreind.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **KING METALS & CORES**

Address:	6022 Leedale St houston, TX 77016 (281) 442-1456	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	fabiola@kingmetalshouston.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **Kingham Dalton Wilson, Ltd. (Kingham Dalton Wilson, Ltd.)**

Address:	5858 Westheimer Suite 150 Houston, TX 77057 (713) 541-5070	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	gweidemeyer@kdw ltd.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **Kitchen rescue**

Address:	3905 Kristencreek Lane	Response Status:	No Response
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Round Rock, TX 78681 (512) 247-0114	Invitation Date: 8/7/2023
Classifications: MBE (Primary) SBE	Invitation Emails: robertcole2147@yahoo.com
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

### **Kiwi Services**

Address: 2245 Keller Way Ste 200 Carrollton, TX 75006 (972) 934-1234	Response Status: No Response
	Invitation Date: 8/7/2023
	Invitation Emails: sales@kiwiservices.com
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

### **KMD Hospitality (KMD Hospitality LLC)**

Address: 10706 Kentington Oak Drive Humble, TX 77396 (832) 419-9474	Response Status: No Response
	Invitation Date: 8/7/2023
	Invitation Emails:
Classifications: MBE SBE (Primary) WBE	
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

### **Knight Restoration Services (Knight Restoration Services)**

Address: 4200 Sojourn Dr Addison, TX 75001 (469) 330-7838	Response Status: No Response
	Invitation Date: 8/7/2023
	Invitation Emails: David@knightrestoration.com
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

### **Koetter Fire Protection of Houston, LLC**

Address: 15390 Vantage Parkway West Houston, TX 77032 (713) 733-6888	Response Status: No Response
	Invitation Date: 8/7/2023
	Invitation Emails: tbrown@koetterfire.com
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

### **KR Allen Construction, LLC**

Address: Post Office Box 9198	Response Status: No Response
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Bacliff, TX 77518  
(281) 339-3006  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: larry@krallen.net

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**Kriston Construction Company Inc (Kriston Construction Company Inc)**

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Address: P O Box 429  
Beaumont, TX 77704  
(409) 753-2865  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: harrykilgore@kristonconstruction.com

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**L&S Associates, LLC**

---

Address: 135 Victoria Drive E  
Montgomery, TX 77356  
(281) 910-4522  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: gllookabaugh@yahoo.com

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**L.D. Bundren Painting, Inc.**

---

Address: 26110 Longenbaugh Rd.  
Katy, TX 77493  
(713) 468-4331  
Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: Viewed  
Status Date: 8/10/2023 09:07 PM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: cbundren@bundrenpainting.com  
estimating@bundrenpainting.com  
elyons@bundrenpainting.com

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**L.SMURPHE.F Institute; Solutions by L.SMURPHE.F; L.SMURPHE.F Productions (L.SMURPHE.F Enterprises, Ltd. Co.)**

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Address: P. O. BOX 77  
League City, TX 77574  
(713) 893-7836  
Classifications: MBE  
SBE (Primary)  
HUB  
WBE  
Participation Type: Active Supplier  
Initiation Type: Not Invited

Response Status: Viewed  
Status Date: 8/14/2023 03:42 PM (CT)

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**Labor Finders (LC Personnel)**

---

Address: 205 Brushy Creek Rd.

Response Status: No Response

Cedar Park, TX 78613  
(512) 219-0701

Invitation Date: 8/7/2023  
Invitation Emails: denton@laborfinders.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **Lady Liberty Group LLC**

---

Address: 722 West Euless Blvd.  
Suite #115  
Euless, TX 76040  
(817) 996-5874

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: d@ladylibertygroup.com

Classifications: MBE  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **Landscape Professionals of Texas (LPT INC)**

---

Address: P.O. Box 59878  
Dallas, TX 75229  
(214) 361-7992

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: sales@landscapeprotx.com

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **LaneStaffing, Inc.**

---

Address: 2211 Norfolk Suite 150  
Houston, TX 77098  
(713) 522-0000

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: clane@lanestaff.com

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **Lange Mechanical Services, L.P.**

---

Address: 933 Wakefield Drive  
Houston, TX 77018  
(713) 688-3861

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: amartinez@langemechanical.com

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **LanMarc Construction (Marti M. Carder)**

---

Address: 206 S. Columbia Dr.  
P.O. Box 782  
West Columbia, TX 77486  
(979) 345-4497

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: marti@lanmarcgc.com

Classifications: SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Latitudes Environmental LLC (Latitudes Environmental LLC)**

---

Address: 2050 North Loop West  
suite 225  
Houston, TX 77018  
(713) 636-9501

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **LaTx Construction Services**

---

Address: 2412 1/2 Arbor st  
Houston, TX 77004  
(832) 259-8170

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: latxconstructionservices@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Launch Point CDC, Inc.**

---

Address: 5807 Little York  
Houston  
Houston, TX 77016  
(281) 541-9776

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: imayhorn@yahoo.com

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Lawnscapes Unlimited**

---

Address: PO BOX 553

Response Status: No Response

Rosharon, TX 77583  
(281) 369-0321

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: jason@lawnscaresunlimited.com

### **LBNM Corporation**

---

Address: 9003 Clearwater Ranch Ln  
Richmond  
Richmond, TX 77407  
(832) 630-5598

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: tbakare@lbnm-corp.com

### **Leather Only Products**

---

Address: 9220 Summerbell Lane  
Houston, TX 77074  
(713) 776-2090

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cn@leatheronlyproducts.com

### **Lee Services Inc.**

---

Address: P. O. Box 1053  
New Caney, TX 77357  
(281) 354-9133

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### **Leidos, Inc.**

---

Address: 2301 Lucien Way  
Suite 120  
Maitland, FL 32751  
(321) 441-8500

Classifications: HGA (Primary)  
TXM

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## Lessman Roofing and Sheet Meda (Lessman Roofing and Sheet Meda)

---

Address:	113 Rhodes St G and H Conroe Conroe, TX 77301 (936) 494-3456	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	amy@lessmanroofing.com austinm@lessmanroofing.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Level Infrastructure LLC

---

Address:	6100 Richmond ave #224 Houston, TX 77057 (832) 242-3456	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Levys On The Run Landscaping & Janitorial Services LLC

---

Address:	11752 south harrells ferry rd ste F 235 fountainbleau drive baton rouge, LA 70819 (225) 324-4843	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	levysontherun@outlook.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## LGG Construction Inc (LGG Construction Inc)

---

Address:	6702 Loma Vista St Houston, TX 77085 (713) 498-8357	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	lggconstruction@yahoo.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Lighthouse Construction, LLC

---

Address:	P.O. Box 160 Burnet, TX 78611 (512) 588-6040	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	nlighthouseconstruction@aol.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### Link Staffing Services (Stafflink, Inc.)

Address: 1800 Bering Dr., Ste. 800  
Houston, TX 77057  
(713) 784-4400

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: contracts@linkstaffing.com

### LMC Corp (Lee Construction and Maintenance)

Address: 9191 Winkler Dr Ste. A  
Houston, TX 77017-5967  
(713) 947-2422

Classifications: MBE  
CPC (Primary)  
TAS  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Unsubmitted

Status Date: 8/14/2023 07:46 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: ewauters@lmccorp.net  
jlee@lmccorp.net  
emily.gorham@lmccorp.net

### Lockwood, Andrews & Newnam, Inc. (Lockwood, Andrews & Newnam, Inc.)

Address: 2925 Briarpark Drive  
Suite 400  
Houston  
Houston, TX 77042  
(713) 266-6900

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bgvendoropportunities@lan-inc.com

### Logistical Concepts LLC

Address: 5830 Shirley Lane  
Humble, TX 77396  
(281) 888-0739

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### Logistical Maintenance

Address: 4618 Merchant Springs lane  
Houston, TX 77084  
(832) 289-5144

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ahmet.sehic.harmony@gmail.com

Initiation Type: Automatic

### **Lone Star TRS, LLC (Lone Star TRS, LLC)**

Address: 3728 Wow Rd. Suite B  
Corpus Christi, TX 78413  
(361) 992-9448

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Lonestarttrs@gmail.com

### **LongCrete (Longhill Group, Inc.)**

Address: 4110 Trey Lane  
Argyle, TX 76226  
(940) 464-2708

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: chrisl@longcrete.com

### **Lorraine Construction, Inc.**

Address: 1805 E. Mulberry St.  
Angleton, TX 77515  
(979) 849-1825

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: stuartl@lorraineconst.com

### **Lowes Companies Inc**

Address: 1000 Lowes Blvd  
 Mooresville, NC 28117  
(281) 253-1011

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### **L-Sync, LLC**

Address: 2911 Mirado  
Grand Prairie, TX 75054  
(214) 679-7874

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: joe.james@l-sync.com

### **Luchazie Construction (Luchazie General Store and Restaurant dba Luchazie Construction)**

Address: 1023 East State HWY 44

Response Status: No Response



San Diego, TX 78384  
(361) 460-1092

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: luchazie@yahoo.com

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### **LUMAR Ventures (Luis M Dueno Medina)**

Address: 3415 River Way  
San Antonio, TX 78230  
(210) 430-1113

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ldueno@att.net

---

### **LVC Technologies, LLC**

Address: 7606 Lakeshore Point Lane  
Rosenberg, TX 77469  
(361) 765-2228

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: august@lvctech.com

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### **Lynx Contractors, Inc.**

Address: 2626 Hunter Road, Suite 104  
San Marcos, TX 78666  
(512) 845-1661

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Kyle@lynxcontractors.com

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### **M&H Lighting Systems (Mapenzi Group)**

Address: 706 Maple Branch Ln  
Maple Branch Ln  
Pearland, TX 77584  
(281) 802-7264

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: wmartin@mhlightingsystems.com

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### **Macias Constructions, LLC**

Address: 15754 Sweetwater Creek Dr

Response Status: No Response

Classifications: Houston, TX 77095  
(832) 894-1345  
MBE  
SBE  
HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

Invitation Date: 8/7/2023  
Invitation Emails: macias\_constructions@hotmail.com

### MAF ENTERPRISES, INC.

---

Address: 7830 LETTIE  
HOUSTON, TX 77075  
(713) 991-0154  
Classifications: SBE  
HUB (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: MELISSA@MAF1998.COM

### MAGIC ONE SERVICES LLC (MAGIC ONE SERVICES LLC)

---

Address: 18 Summithill Place  
Spring, TX 77381  
(346) 228-4519  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails:

### Maid 2 Perfection Cleaning LLC

---

Address: 225 Wilmington West Chester  
Pike  
Chadds Ford, PA 19317  
(610) 809-7362  
Classifications: WBE (Primary)  
Participation Type: Active Supplier  
Email Status: Fail  
Invitation Type: Automatic

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: Tgibbons@maid2perfectioncleaningllc.com

### Mainfreight (Mainfreight)

---

Address: 6626 S 228th ST  
Kent, WA 98032  
(206) 637-2819  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: marshall.nachtman@mainfreight.com

### MainStage Theatrical Supply

---

Address:	907 South 1st St Milwaukee, WI 53204 (888) 936-7687	Response Status:	No Response
Participation Type:	Active Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	bids@mainstage.com
Invitation Type:	Automatic		

---

### Maintenance World

Address:	6497 Alisa Ln Houston, TX 77084 (832) 283-3499	Response Status:	No Response
Participation Type:	Active Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	maintenanceworld16@gmail.com
Invitation Type:	Automatic		

---

### Majestik Industries, L.L.C.

Address:	6942 FM 1960 East PMB 178 Humble, TX 77346 (281) 361-9100	Response Status:	No Response
Participation Type:	Active Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	travis@majestikllc.com
Invitation Type:	Automatic		

---

### Major League Roofing

Address:	3245 Main Street Suite# 235-166 Frisco, TX 75034 (469) 844-6933	Response Status:	No Response
Participation Type:	Active Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	
Invitation Type:	Automatic		

---

### Mako Industries (Mako Oilfield Services DBA Mako Industries)

Address:	12249-B Northwoods Park Drive Houston, TX 77041 (832) 680-1300	Response Status:	No Response
Participation Type:	Active Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	mprovine@makooilfield.com
Invitation Type:	Automatic		

---

### Mammoth Roofing Services (Mammoth Services, LLC)

Address:	2045 Space Park Dr. Suite 290 Houston, TX 77058 (832) 416-1566	Response Status:	No Response
Classifications:	MBE (Primary) SBE	Invitation Date:	8/7/2023
		Invitation Emails:	Trisha@usmammoth.com

HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Managing Member (Managing Member)

---

Address: 2208 SAINT JULLIAN ST  
SAVANNAH, TX 76227  
(817) 807-1468

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Maegan@teammodul.com

### Manns Carpentry

---

Address: 2325 Avenue H  
San Leon, TX 77539  
(281) 559-3570

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mannscarpentry@yahoo.com

### Marc Andre & Associates

---

Address: 2245 Texas Dr. Ste. 300  
Sugarland, TX 77479  
(281) 468-9775

Classifications: MBE  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: marc@marcandrehomes.com

### MarFran Cleaning, LLC

---

Address: 14510 Redbud Valley Trail  
Houston, TX 77062  
(832) 885-6692

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: marfrancleaning@yahoo.com

### Mark Collins Construction LLC

---

Address: P.O. Box 1476  
League City, TX 77574  
(832) 435-0381

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: info@clearlakecontractor.com

---

### Mark Mills

Address: 5818 Winchester Pike  
Canal Winchester, OH 43110  
(614) 902-0236

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### Marksman General Contractors, Inc.

Address: 24165 IH-10 W., Ste. 217-744  
San Antonio, TX 78257  
(210) 379-5353

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mandyb@marksmengc.com

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### Marles enterprises, LLC

Address: 18 Sawyer Brook Circle  
South Portland, ME 04106  
(207) 831-6147

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gm@marles.net

---

### Marseal Group

Address: 105 Denton Drive  
Roanoke, TX 76262  
(817) 975-4776

Classifications: HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jroth@marsealgroup.com

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### Marsh USA

Address: 1166 Avenue of the Americas

Response Status: No Response

	New York, NY 10036 (770) 365-7572	Invitation Date:	8/7/2023
Participation Type:	Active Supplier	Invitation Emails:	jeb.mcpherson@marsh.com info@marshriskconsulting.com
Email Status:	Warn		
Invitation Type:	Automatic		

---

**Marsh Waterproofing, Inc**

Address:	240 South Main Ste #2 Vidor, TX 77662 (409) 769-0459	Response Status:	No Response
Classifications:	HUB WBE (Primary)	Invitation Date:	8/7/2023
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**Mart, Inc.**

Address:	1503 Perry St Irving, TX 75060 (972) 721-1522	Response Status:	No Response
Classifications:	TAS TPA SBE (Primary)	Invitation Date:	8/7/2023
		Invitation Emails:	projects@martgc.com tim@martgc.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**Massachusetts**

Address:	One Ashburton Place Boston, MA 02108 (617) 502-8852	Response Status:	No Response
Participation Type:	Offline Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	
Invitation Type:	Manual		

---

**Mastercraft Ventures LLC**

Address:	15202 Old Houston Rd Conroe, TX 77302 (832) 447-1200	Response Status:	No Response
Classifications:	MBE SBE (Primary) WBE	Invitation Date:	8/7/2023
		Invitation Emails:	assignments@master-roofing.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**MBI Solutions LLC (MBI Solutions LLC)**

Address:	401 Congress Avenue Suite 2650 Austin, TX 78701 (646) 644-3049	Response Status: No Response Invitation Date: 8/7/2023 Invitation Emails:
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### MCA Communications

Address:	483 West 38th Street Houston, TX 77018 (281) 591-2434	Response Status: No Response Invitation Date: 8/7/2023 Invitation Emails: rachel.rodriguez@mcacom.com tina.lang@mcacom.com vicente.mederos@mcacom.com
Classifications:	MBE (Primary) DIR HUB	
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### McClintock Plumbing

Address:	16862 Peach Creek Dr Conroe, TX 77303 (936) 445-9199	Response Status: No Response Invitation Date: 8/7/2023 Invitation Emails: mcclintockplumbing@gmail.com
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### McCrary Engineering (McCrary Engineering)

Address:	11381 Meadowglen Ln Suite E Houston, TX 77082 (713) 484-5000	Response Status: No Response Invitation Date: 8/7/2023 Invitation Emails: thomas@mccraryeng.com
Classifications:	MBE (Primary) SBE HUB	
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### Mcdaniel Builders Inc

Address:	24705 Weeren rd Montgoery, TX 77313 (832) 761-7797	Response Status: No Response Invitation Date: 8/7/2023 Invitation Emails: dyson@mcdanielbuildersinc.net
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

## McGhees, Lawn and Home Services (Kevin McGhee)

---

Address:	3804 28th Avenue Temple Hills, MD 20748 (240) 467-4117	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	Kevinmcghee805@gmail.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## McGough Construction Co., LLC

---

Address:	4851 Lyndon B. Johnson Freeway Suite 720 Dallas, TX 75244 (469) 248-4208	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	sweltsch@mcgough.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## McGraw-Hill Construction /Dodge Reports

---

Address:	4300 Beltway PI Ste 180 Arlington, TX 76018 (281) 460-5730	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## McGriff Seibels and wililams

---

Address:	818 Town and Country Blvd Houston Houston, TX 77449 (713) 273-2696	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	mjefferson@mcgriff.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## McKinstry (McKinstry Essention, Inc.)

---

Address:	4201 Spring Valley Rd. Suite 250 Dallas, TX 75244 (972) 532-4290	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	brookm@mckinstry.com
Classifications:	TIP (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## MCS Enterprises

---



Address: 4112 Fannin  
Houston, TX 77004  
(713) 371-8919

Classifications: MBE  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

---

### McVey Paint & Wallcovering, Inc.

Address: 2322 Timberbranch Ct  
Magnolia, TX 77355  
(281) 642-1768

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: roxannemcvey@aol.com

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### Mechanical Materials, LLC

Address: 2250 Dickinson Ave.  
Suite D  
Dickinson, TX 77539  
(281) 967-7196

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sales@mechanicalmaterials.com

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### MediSpreillc dba Medi-Pur

Address: Box 760691  
San Antonio, TX 78245  
(210) 305-1988

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jtheriot@medi-pur.com

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### MERCER TECHNOLOGIES FIRM (MERCER TECHNOLOGIES FIRM)

Address: 1501 E. 15th Ave # 115  
Gary, IN 46402  
(219) 885-9811

Participation Type: Active Supplier

Initiation Type: Not Invited

Response Status: Viewed

Status Date: 8/11/2023 04:10 PM (CT)

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**Metroclean Commercial Building Services (Soji Services, Inc. dba Metroclean)**

---

Address:	9000 S.W. Freeway Suite 412 Houston, TX 77074 (713) 724-1444	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	dennis@metroclean.com lorenzo@metroclean.com
Classifications:	MBE CPC HUB WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**MFM Industries (Melgar Facility Maintenance, LLC)**

---

Address:	2260 Highland Village Road Suite 400 Highland Village, TX 75077 (817) 778-8191	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**MFR Solutions, Inc.**

---

Address:	One Riverway Ste 1100 Houston, TX 77056 (713) 353-8148	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	egarza@mfrsolutions.com
Classifications:	MBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitation Type:	Automatic		

---

**MGM cleaning llc (Gorgees Benyamen)**

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Address:	3844 west northview Ave Phoenix, AZ 85051 (480) 781-7525	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	Mgmcleaningllc@mgmclean.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

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**MHE Intermediate Holdings,LLC (Miner Houston, Ltd)**

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Address:	11827 Tech Com	Response Status:	No Response
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San Antonio, TX 78233  
(830) 627-8600

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: jbartels@minercorp.com

---

**Micro-X1 Inc.**

Address: 133 N. Friendswood Dr. #227  
Friendswood, TX 77546  
(281) 755-4189

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: rharris@microx1.com

---

**Mid-Continental Restoration Company, Inc.**

Address: 401 E. Hudson Street  
Fort Scott, KS 66701  
(620) 223-3700

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: brad\_boyd@midcontinental.com  
jenni\_lackrone@midcontinental.com

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**Midstate Energy, LLC, A Veregy Company**

Address: 23325 N 23rd Ave  
Suite 120  
Phoenix, AZ 85027  
(602) 452-8746

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: vesparza@veregy.com

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**Mike Barnett Construction (M & S Barnett Construction Ltd.)**

Address: 1701 Port Neches Avenue  
Port Neches, TX 77651  
(409) 727-5673

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: lanceusa11@gmail.com

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**Milam & Co. Painting, Inc. (Milam & Co. Painting, Inc.)**

Address: 4550 Allen St

Response Status: No Response

	Houston Houston, TX 77007 (713) 869-0225	Initiation Date: 8/7/2023 Initiation Emails: beau@milampainting.vom amber@milampainting.com
Classifications:	MBE (Primary) SBE HUB	
Participation Type:	Active Supplier	
Email Status:	Warn	
Initiation Type:	Automatic	

### Miller Insulation Co., Inc.

---

Address:	5656 N Sam Houston Parkway E Ste 120 Houston, TX 77032 (346) 998-5511	Response Status: No Response Initiation Date: 8/7/2023 Initiation Emails:
Participation Type:	Active Supplier	
Email Status:		
Initiation Type:	Automatic	

### Minnesota

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Address:	75 Rev Dr. Martin Luther King Jr. Blvd. St. Paul, MN 55155 (651) 201-2428	Response Status: No Response Initiation Date: 8/7/2023 Initiation Emails:
Participation Type:	Offline Supplier	
Email Status:		
Initiation Type:	Manual	

### Miracle Method of Austin (Nartor Associates Inc)

---

Address:	8906 Wall St, Suite 501 Austin, TX 78754 (512) 960-4778	Response Status: No Response Initiation Date: 8/7/2023 Initiation Emails: adominick@miraclemethod.com
Participation Type:	Active Supplier	
Email Status:		
Initiation Type:	Automatic	

### Mississippi

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Address:	Post Office Box 849 Jackson, MS 39205 (601) 359-3448	Response Status: No Response Initiation Date: 8/7/2023 Initiation Emails:
Participation Type:	Offline Supplier	
Email Status:		
Initiation Type:	Manual	

### Missouri

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Address:	PO Box 809	Response Status: No Response
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Jefferson City, MO 65102  
(573) 751-8130

Invitation Date: 8/7/2023

Invitation Emails:

Participation Type: Offline Supplier

Email Status:

Invitation Type: Manual

### **Mitchell Contracting**

---

Address: 5401 Milwee  
Houston, TX 77092  
(713) 682-3377

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: mike@mitchellcontracting.com

Classifications: CPC  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **MJ McMurrey Construction LLC**

---

Address: 1603 Walton Street  
Houston, TX 77009  
(281) 831-7906

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: marshall@mjmcm.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **MJR EDUCATIONAL SUPPLIES (MJR EDUCATIONAL SUPPLIES)**

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Address: 14504 Briar Forest Drive  
Houston, TX 77077  
Houston  
Houston, TX 77077  
(615) 519-7539

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: merrydas@hotmail.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **MK2 Service and Solutions, LLC**

---

Address: 253 High Meadow Dr.  
Livingston, TX 77351  
(713) 594-2336

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: jwk@mk2services.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **ML Deer Construction (ML Deer Construction)**

---

Address: 7720 Westview Dr  
Houston  
Houston, TX 77055  
(713) 681-1110

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### MLN Service Company

---

Address: 10101 Mula Rd  
Stafford, TX 77477  
(713) 782-3633

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: csowell@mlncompany.com  
tsowell@mlncompany.com

### MM CONCRETE CURBING LLC (MM CONCRETE CURBING LLC)

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Address: 8939 Intervale St  
Houston, TX 77075  
(832) 526-8739

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### MMS-TX GROUP, LLC

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Address: 22877 Delta DR  
PORTER, TX 77365  
(832) 851-4692

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mmartinez@mmstxgroup.com

### Modernized Designs, LLC

---

Address: 4725 Teal Bend Blvd #1784  
Fresno, TX 77545  
(346) 260-3450

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: modernizeddesigns@yahoo.com

### Monmouth Solutions, Inc.

---

Address: 10 Kimball Lane  
Lynnfield, MA 01940  
(978) 427-4755

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: anthony@monmouthsolutions.com

Initiation Type: Automatic

## Mooring Recovery Services

Address: 2110 113th Street  
Grand Prairie, TX 75050  
(888) 293-9953

Classifications: TCP (Primary)  
TIP

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/10/2023 09:43 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: bburden@mooringusa.com

## Morales Construction Services, Inc.

Address: 2364 HWY 287N  
Suite 107  
Mansfield, TX 76063  
(817) 225-6807

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: rey@morales-cs.com

## Morgan Electric Inc.

Address: 116 Calverley Place  
Keller, TX 76248  
(817) 431-9794

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ronnie@morgan-electric.com

## Morganti (Morganti)

Address: 10590 Westoffice Drive Suite 150  
Houston, TX 77042  
(281) 448-1015

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jkelly@morganti.com

## MPACT STRATEGIC CONSULTING, LLC

Address: 4615 SW Freeway  
Suite 805  
Houston, TX 77027  
(346) 262-4366

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## Mr Electric of NW Houston

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Address:	13325 VETERANS MEMORIAL STE Q HOUSTON, TX 77014 (281) 919-2130	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	rocky.burgess@mail.mrelectric.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

### Mutual Industries Inc

Address:	707 W. GRANGE STREET PHILADELPHIA, PA 19120 (215) 927-6000	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	msbei@mutualindustries.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

### MVI Construction (Miller Value Investments LLC)

Address:	6819 Highway Blvd Suite 620 Katy, TX 77494 (832) 940-9200	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	Ryan@mvi-construction.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

### MYCON GENERAL CONTRACTORS

Address:	1702 Ponderosa Drive Suite D College Station, TX 77845 (214) 808-8417	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	dwalters@mycon.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

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### Myron Mcdowell Construction

Address:	306 N. Main, Suite F Dayton, TX 77535 (936) 257-5310	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	myron@myronmcdowellconstruction.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

### N E P painting contractors, inc



Address: 11024 Balboa Blvd  
Granada Hills, CA 91344  
(832) 919-0563

Classifications: SBE  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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**N&T Construction Co., Inc**

Address: 1376 Laurel Ave  
P.O. Box 269  
Beaumont, TX 77701  
(409) 813-8592

Classifications: HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ejabbia@nandtconstruction.com  
sjabbia@nandtconstruction.com

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**Nacogdoches Iron Works, Inc.**

Address: 4750 South US Hwy 59  
Nacogdoches, TX 75964  
(936) 462-9445

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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**NAH Sports Flooring, LLC**

Address: 3528 East T.C. Jester BLVD  
Houston, TX 77018  
(713) 956-2700

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ahammer@covington.com

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**Namco Dallas (Namco Cleaning Solutions Inc)**

Address: 707 Robbie Dr Suite 100  
Irving, TX 75061  
(469) 544-3415

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jramirez040@yahoo.com

Initiation Type: Automatic

### Nathalie Holmes (Natalie Holmes)

Address: 6207 Coldwater Canyon Ave.  
42  
North Hollywood, CA 91606  
(512) 954-5936

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Initiation Type: Not Invited

Response Status: Viewed

Status Date: 8/11/2023 09:39 PM (CT)

### NATION WASTE INC

Address: 12006 Proctor St.  
Houston, TX 77038  
(713) 649-7776

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jason@nationwaste.us  
mrios@nationwaste.us

### National Glazing Solutions, LLC

Address: 6022 Jester Drive  
Garland, TX 75044  
(404) 797-9246

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Donnie@filmsandgraphics.com

### national led

Address: 6807 portwest dr  
Houston, TX 77024  
(832) 740-7983

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jpitts@nationalled.com

### Native Construction (Native Consolidated Management LLC)

Address: 1221 W Campbell Rd Ste203  
Richardson, TX 75080  
(832) 469-5579

Classifications: MBE (Primary)  
SBE

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: john.lee@native-construction.com

HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Navigate Building Solutions

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Address: 8419 Manchester Road  
Saint Louis, MO 63144  
(314) 458-3738

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Todd@navigatebuildingsolutions.com

### NCRI-National Catastrophe Restoration, Inc

---

Address: 8447 E. 35th St. North  
Wichita, KS 67226  
(800) 598-6274

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: r.kerbs@ncricat.com

### Near Future LLC

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Address: 10833 Alder Circle  
Dallas, TX 75238  
(972) 392-1955

Classifications: MBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: estimator@nearfuture.biz

### Neighborhood Enrichment Xchange

---

Address: 4206 Lyons Ave  
Houston, TX 77020  
(281) 460-7375

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: james.joseph378@gmail.com

### NEIL TECHNICAL SERVICES CORP (NEIL TECHNICAL SERVICES CORP)

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Address: 11304 windfern rd  
houston  
houston, TX 77064  
(281) 477-7867

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bworthington@ntshouston.com

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

---

### Network Cabling Services, Inc.

Address:	12626 Fuqua Street Houston, TX 77034 (281) 484-1777	Response Status: No Response
		Initiation Date: 8/7/2023
		Initiation Emails: mteel@ncs-tx.com
Classifications:	DIR TCP WBE (Primary)	
Participation Type:	Active Supplier	
Email Status:		
Initiation Type:	Automatic	

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### New York

Address:	633 Third Avenue New York, NY 10017 (212) 803-2412	Response Status: No Response
		Initiation Date: 8/7/2023
		Initiation Emails:
Participation Type:	Offline Supplier	
Email Status:		
Initiation Type:	Manual	

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### Next Era Equipment Export LLC

Address:	6601 Hillcroft St. Suite 204 Houston, TX 77081 (713) 913-4479	Response Status: No Response
		Initiation Date: 8/7/2023
		Initiation Emails:
Classifications:	MBE (Primary) SBE	
Participation Type:	Active Supplier	
Email Status:		
Initiation Type:	Automatic	

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### NextGen Bin Cleaning (NextGen Bin Cleaning)

Address:	7817 Meadow Grove Drive McKinney McKinney, TX 75071 (469) 545-0200	Response Status: No Response
		Initiation Date: 8/7/2023
		Initiation Emails: patricia@nextgenbincleaning.com
Classifications:	MBE (Primary) SBE HUB WBE	
Participation Type:	Active Supplier	
Email Status:		
Initiation Type:	Automatic	

## NJAC Construction

Address:	PO BOX 703 Seabrook, TX 77586 (832) 892-7180	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	bmodisette@njacco.com
Initiation Type:	Automatic		

## No Slip, Just Grip LLC

Address:	458 ASHLAND DR CORPUS CHRISTI, TX 78412 (361) 765-2432	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	kirby@noslipjustgrip.com
Initiation Type:	Automatic		

## Nobe Nash, Inc

Address:	727 N. Shepherd Dr Houston, TX 77007 (713) 452-1500	Response Status:	No Response
Classifications:	TIP (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	
Email Status:			
Initiation Type:	Automatic		

## Noble Texas Builders, LLC

Address:	108 S. Main St. La Feria, TX 78559 (956) 277-0708	Response Status:	Viewed
Classifications:	HUB (Primary)	Status Date:	8/9/2023 05:45 PM (CT)
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	eddie.garcia@nobletx.com keith.williams@nobletx.com ricardo.colon@nobletx.com
Initiation Type:	Automatic		

## North Carolina

Address:	1301 Mail Service Center Raleigh, NC 27699 (919) 807-2330	Response Status:	No Response
Participation Type:	Offline Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	
Initiation Type:	Manual		

## NorthStar Demolition and Remediation, LP

Address:	16421 Aldine Westfield	Response Status:	No Response
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Houston, TX 77032  
(281) 449-5911

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: tlabouff@northstar.com

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### Novium Group (Novium Group)

Address: 1011 Meredith Dr Suite 4  
Austin, TX 78748  
(512) 399-6051

Classifications: HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### NVS Corporate Services, Inc.

Address: 1474 W. Price Road, Suite 7  
Brownsville, TX 78520  
(844) 553-4017

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: nicksoto@nvscsi.com

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### OBELLO, INC

Address: 12500 Merit Drive  
Apt 4211  
Dallas  
Dallas, TX 75251  
(816) 209-5023

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dobcalldemo@gmail.com

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### O'Donnell/Snider Construction (O'Donnell/Snider Construction)

Address: 1900 WEST LOOP S  
Suite 500  
HOUSTON, TX 77027  
(713) 782-7660

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mnisa@odonnellsnider.com

## Ohio State

Address: 4200 Surface Road  
Columbus, OH 43228  
(614) 466-8380

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## OLVAZ Construction Inc.

Address: 16835 Headwaters Forest Dr.  
Humble, TX 78346  
(832) 964-5317

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: M.olmeda@olvazconstruction.com

## Omega Builders Group, L.P.

Address: 9517 Yupondale Dr  
Houston, TX 77095  
(713) 464-1171

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## Omega Engineers, Inc.

Address: 16360 Park Ten Place, Ste 325  
Houston, TX 77084  
(281) 647-9182

Classifications: MBE  
DIR  
HGA  
USC  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: scastaneda@omegaengineers.com

## Omega Roofing & Construction

Address: 16215 Westheimer Rd  
Suite 101  
Houston, TX 77082  
(713) 585-0494

Classifications: MBE (Primary)  
SBE  
HUB

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jessica@omegarc.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### On Time Solutions (Dura Pier - TX, Inc.)

Address: 13030 Player Street  
Houston, TX 77045  
(281) 995-8895

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### One More Round Inc

Address: 10702 Ballantine Street  
Houston, TX 77075  
(832) 920-9411

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: 1moreroundinc@gmail.com

### OneTeam (OneTeam)

Address: 616 Cumberland Ave  
Syracuse  
Syracuse, NY 13210  
(315) 247-7812

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mark.lamphear@oneteamcny.com

### On-Site Services US, Ltd. (On-Site Services US, Ltd.)

Address: 35246 US Hwy 19 N Unit #141  
Palm Harbor, FL 34684  
(800) 465-2082

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: brad@truedryclean.com

### Optimum Nurse Aid Skills Training

Address: 3000 Spring Cypress Rd Ste D  
Spring, TX 77388  
(832) 877-8917

Classifications: MBE (Primary)  
SBE  
HUB

Response Status: Viewed

Status Date: 8/17/2023 12:53 PM (CT)



WBE

Participation Type: Active Supplier

Initiation Type: Not Invited

## Oregon

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Address: 350 Winter St  
Salem, OR 97301  
(503) 986-0063

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## Ortiz Construction Group LLC

---

Address: 301 Teal Ln.  
Kyle, TX 78640  
(512) 781-1088

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: javierortiz@ortizconstructiongroup.net

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## P3 Janitorial Services (P3 Janitorial Services)

---

Address: 208 hope Hollow rd  
Lake lynn, PA 15451  
(724) 231-4080

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Pacific Environmental Group, LLC.

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Address: 2435 Southwell Road, Suite 3  
Dallas, TX 75229  
(214) 989-4044

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: MBE  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Palacios Marine & Industrial Coatings, Inc.

---

Address: PO Box 875  
Palacios, TX 77465  
(361) 893-5390

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jaime@palaciosmarineindustrial.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **PARADISE AIR (Luck & Logic Inc.)**

Address:	351 Columbia Memorial Pkwy Ste E4 Kemah, TX 77565 (281) 549-4057	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	paradiseairkemah@gmail.com
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Paramount Metal Systems, LLC**

Address:	500 Pleasant Valley Drive, Bldg. A Little Rock, AR 72227 (501) 312-9062	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	mnorman@paramountmetalsystems.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Paratum Solutions (Paratum Solutions, LLC)**

Address:	4450 Dapple Dr Suite 1230 Fort Worth, TX 76244 (817) 975-6980	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	cakin@paratumsolutions.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Party Props Inc.**

Address:	4025 Willowbend Blvd. Ste. 302 Houston, TX 77025 (713) 868-5433	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	rusty@partypropsinc.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Patriot Fence Company (Aquarius Chemical)**

Address:	4808 S. County Road 1140 Midland, TX 79706 1 432 6843935	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	bdavis@patriot-fence.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**Patriot Medical Solutions, LLC**

Address: 4320 NW 112th Ave  
Coral Springs, FL 33065  
(954) 461-6190

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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**PCJ Consultants Inc.**

Address: 13110 Green Shores Lane  
Rosharon, TX 77583  
(346) 900-4369

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: pcj@pcj-usa.com

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**Pennsylvania**

Address: 508 Main Capitol Building  
Harrisburg, PA 17120  
(717) 783-3119

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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**Pennum Industries (Pennum, Inc.)**

Address: 11957 FM-529 Rd.  
Houston, TX 77578  
(281) 809-7563

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: chodge@pennum.com  
lbarnum@pennum.com

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**Pfeiffer & Son, Ltd.**

Address: 116 N 16th Street  
La Porte, TX 77571  
(281) 471-4222

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gparra@pfeifferandson.com  
joseph@pfeifferandson.com  
eodonel@pfeifferandson.com

## PHD Resources & Taxes

---

Address: 7324 Southwest Fwy  
460H  
Houston  
Houston, TX 77074  
(346) 204-5158

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: positivehelpdetermined@gmail.com

## PIC Printing

---

Address: 4521 S. Hulen Street  
Ste. 116  
Fort Worth, TX 76109  
(817) 927-5545

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: info@pic-printing.com

## Pick Two Interprise,LLC

---

Address: 2018 FM 1942 Road  
Post Office Box 1748  
Crosby, TX 77532  
(832) 347-0168

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: pickoldschool@aol.com

## PL2O Construction & Consultancy

---

Address: 14015 Southwest Freeway  
Suite 3  
Sugar Land, TX 77478  
(832) 304-0600

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: atul@pl2o.com

## Platinum Fire Protection LLC

---

Address: PO Box 841514  
Pearland  
Pearland, TX 77566  
(281) 409-9524

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### PMG PROJECT MANAGEMENT GROUP, LLC

---

Address:	7040 Empire Central Dr. Houston, TX 77040 (713) 880-2626	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	vladimirnaranjo@pmgunited.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Point Alliance Solutions

---

Address:	22720 Lain Rd. Spring, TX 77379 (832) 953-2899	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	Luis@pas-texas.com mikeafshar52@gmail.com emanafshar@gmail.com
Classifications:	MBE (Primary) SBE HUB		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Polygon US Corporation

---

Address:		Response Status:	No Response
Classifications:	TXM (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	
Email Status:			
Initiation Type:	Automatic		

### Portable Air, LC

---

Address:	555 S. Industry Drive Cocoa, FL 32926 (321) 633-3100	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Post L Group, LLC

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Address:	4615 North Freeway	Response Status:	No Response
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Suite 316  
Houston, TX 77022  
(682) 312-7888

Invitation Date: 8/7/2023  
Invitation Emails: bids@postlgroup.com

Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Post Oak Construction LLC (Post Oak Construction LLC)

Address: 6514 Winfree Dr.  
Houston  
Houston, TX 77087  
(281) 501-0332

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: jdelacruz.poc@gmail.com  
cesparza.poc@gmail.com

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Power Field Services (Marine Connection Services, Inc.)

Address: 1555 FM 517 Rd West  
Dickinson, TX 77539  
(281) 337-7683

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: havis@powerfieldservices.com

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Power of Choosing Inc. (Power of Choosing Inc.)

Address: 17338 Shadow Ledge Dr  
Texas, TX 77095  
(281) 808-8588

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails:

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Precision Construction & Roofing

Address: 7605 Davis Blvd  
c/o Michelle Doan  
North Richland Hills, TX 76182  
(817) 209-8989

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: mdoan@precisioncandr.com

Classifications: WBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Precision Management Solutioin Inc.

Address: 4565 River RD  
Ellenwood, GA 30294  
(713) 724-0013

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: amorgan@precisionmgmtsolution.com

---

### Preferred Technologies, LLC

Address: 1414 Wedgewood  
Houston, TX 77093  
(281) 442-0550

Classifications: MBE (Primary)  
CPC  
HGA

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Bid

Status Date: 8/15/2023 10:22 PM (CT)

Response Date: 8/15/2023 10:23 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: charliecastillo@pref-tech.com  
MichaelWells@pref-tech.com  
salesleads@pref-tech.com

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### Premier Metalwerks, LLC

Address: 4108 GLENVIEW DR  
Haltom City, TX 76117  
(817) 774-3542

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### Premier Restoration and Construction (Big Thicket Ventures Llc)

Address: 917 W I-20 Suite 1115  
Weatherford, TX 76087  
(817) 757-9776

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: connor@premierconstructiontx.com

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### Premier Shade Design, LLC (Muse)

Address: 17211 Fawn Cloud Ln  
San Antonio, TX 78248  
(210) 326-8729

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jim@premiershadedesign.com

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### PREMIUM PUMPS & CONTROLS LLC

Address: 8510 SILVER LURE DR

Response Status: No Response

	HUMBLE, TX 77346 (832) 527-7515	Initiation Date:	8/7/2023
Classifications:	SBE (Primary)	Initiation Emails:	RYAN@PREMIUMPUMPSCONTR OLS.COM
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Presidential Staffing Solutions

Address:	7202 Glen Ellen Bay San Antonio, TX 78244 (210) 488-7279	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	m.nicole@presidentialstaffing.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Prestige Building Maintenance

Address:	PO BOX 940003 Houston, TX 77094 (713) 647-2953	Response Status:	Submitted
		Status Date:	8/21/2023 10:47 AM (CT)
		Response Date:	8/21/2023 01:59 PM (CT)
Classifications:	CPC (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	j.botto@prestigebms.com
Email Status:			
Initiation Type:	Automatic		

### PRIM Construction (Rachel Jensen)

Address:	252 Roberts Cut off rd Fort Worth, TX 76114 (817) 881-7851	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Classifications:	SBE HUB (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Prime Facility Services Group, Inc.

Address:	6420 Richmond Avenue, #260 Houston, TX 77056 (832) 661-5263	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	jonathanC@primefacilityservicesgr oup.com rafaelp@primefacilityservicesgrou p.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### Prime Maintenance & Construction

Address:	103 Commerce Rd.	Response Status:	No Response
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Alice, TX 78332  
(361) 664-5551  
Classifications: HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: ccruz@pmc303.com

### **PRISM RESPONSE, LLC**

Address: 118 Vintage Park Blvd  
Suite W  
Houston, TX 77070  
(832) 479-8675  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: bwilliams@alloygroup.com  
rmorgan@alloygroup.com  
savila@alloygroup.com

### **Pristine Systems**

Address: 2307 Enchanted Pk Ln.  
Katy, TX 77450  
(281) 398-5400  
Classifications: MBE  
WBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: cmonterrubio@pristinesystemsusa.com

### **Pristine-Plus (Pristine Plus Ventures LLC)**

Address: 935 Eldridge Road #1003  
Sugar Land, TX 77478  
(832) 857-7816  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: kenneth@pristine-plus.com

### **Prodigy Community Development**

Address: 20823 Divellec Lane  
Spring, TX 77388  
(713) 992-8273  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: prodigydcinc@gmail.com

### **Progressive Roofing (Progressive Services, Inc.)**

Address: 23 N 35th Ave

Response Status: No Response

Phoenix, AZ 85009  
(602) 278-4900

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: alice.hunt@progressiveus.com

### Proposal Riordan

---

Address: 10606 Oak Valley Court  
Austin, TX 78736  
(512) 791-5343

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: proposalriordan@austin.rr.com

### Prosperity Project Management LLC (N/A)

---

Address: 1230 Euclid Street NW  
Washington, DC 20009  
(202) 441-5623

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Jousett@prosperityprojectmanagementllc.com

### Pro-Tech Facility Restoration, LLC

---

Address: 10703 Highland Woods  
Sugar Land, TX 77498  
(281) 933-3330

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Victor.Shin@pt-Restoration.com

### Proven Restoration LLC.

---

Address: 1040B 1st St E  
Humble, TX 77338  
(713) 299-7537

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: everett@proven-re.com

### Province Holdings LLC

---

Address: 8106 Singing Sonnet Ln

Response Status: No Response

Houston, TX 77072  
(346) 303-9356  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails:

### PSA Constructors Inc.

Address: 2730 N. Stemmons Frwy  
Ste 400, West Tower  
Dallas, TX 75207  
(214) 879-1004  
Classifications: MBE  
SBE (Primary)  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: chassall@psaonline.com  
paliu@psaonline.com

### PTY Contractors LLC

Address: 219 North Newnan Street  
Jacksonville, FL 32202  
(904) 318-7025  
Classifications: MBE (Primary)  
SBE  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: erica@ptycontractors.com

### Pure Clean Building Services

Address: 1621 No.51st St.  
Washington Park, IL 62204  
(618) 646-7500  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: everett@purecleanstl.com

### Pure Speed Lightwave

Address: 5959 Corporate Drive  
Suite 3300  
Houston, TX 77036  
(832) 615-8000  
Classifications: CPC (Primary)  
HUB  
WBE  
Participation Type: Active Supplier

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: rfp@pslightwave.com  
orivas@pslightwave.com

Email Status:

Initiation Type: Automatic

### **Purge Virus (Ecolite Holding LLC)**

---

Address: 7910 Wrenwood Blvd.  
Ste. B  
Baton Rouge, LA 70809  
(336) 403-2101

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **PuroClean Property Restoration**

---

Address: 5035 Martin Luther King Jr Fwy  
Fort Worth, TX 76119  
(817) 344-7202

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ctucker@puroclean.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Q Recycling & Construction Services, Inc.**

---

Address: 17122 Lewis Dr  
Cypress, TX 77433  
(832) 263-0152

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: info@qrecycling.com

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **QC Laboratories, Inc.**

---

Address: 10180 Northwest Freeway  
Houston, TX 77092  
(713) 695-1133

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bcopus@qclabs.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Qing 21 Consulting & Marketing (Q21) (Tommy Elerby Jr)**

---

Address: 20018 Pinehurst Place Drive  
Humble, TX 77346  
(281) 818-4214

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: tommyjay2017@gmail.com

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **QTO SOLUTIONS (QTO SOLUTIONS)**

---

Address: 11150 Santa Monica Blvd. Suite  
11856 Los Angeles, CA 90025  
Los Angeles, CA 90011  
(213) 457-3724

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: nisar@qtosol.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Quadra Mind Enterprise, Inc.**

---

Address: 6302 Stonewood Pointe lane  
Houston, TX 77066  
(832) 250-9900

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: sfrancis@quadramindent.com

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **R & D ELECTRICAL, LLC**

---

Address: 17521 Matany Rd. #6200  
Justin, TX 76247  
(817) 541-7550

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **R Key Construction LLC (R KEY Construction LLC)**

---

Address: 31322 Little Garden Ct  
Hockley, TX 77447  
(832) 888-1401

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: naty@rkeyconst.com

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **R Squared Electric LLC**

---

Address: 7411 Hines Pl

Response Status: No Response

#210  
Dallas, TX 75235  
(214) 377-0934

Classifications: HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails:

### R&L Building Group

---

Address: 3527 Mansfield st  
Houston, TX 77091  
(713) 686-8899

Classifications: MBE  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

### R.L. Abatement, Inc.

---

Address: PO Box 332  
Weslaco, TX 78599  
(956) 968-2265

Classifications: TIP (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: rlai@rlabatement.com

### R.L. ROHDE GENERAL CONTRACTING, INC.

---

Address: 4180 STUART ROAD  
ADKINS, TX 78101  
(210) 649-3130

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ESTIMATING@RLROHDE.COM

### RADgov, Inc.

---

Address: 1500 W Cypress Creek Rd  
Ste 415  
Fort Lauderdale, FL 33309  
(954) 938-2800

Classifications: MBE  
SBE (Primary)  
WBE

Response Status: Viewed  
Status Date: 8/17/2023 12:10 PM (CT)

Participation Type: Active Supplier

Initiation Type: Not Invited

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### Radius Design Works, LLC

Address: P.O. Box 54481  
Cincinnati, OH 45254  
(615) 207-6207

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: c\_berry@radiusdesignworks.com

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### Rain King, Inc.

Address: 2006 Del Mar  
Victoria, TX 77901  
(361) 576-0606

Participation Type: Active Supplier

Initiation Type: Not Invited

Response Status: Viewed

Status Date: 8/21/2023 09:33 AM (CT)

---

### Rainbow International of Nacogdoches (Henderbi LLC)

Address: 2500 East Main St.  
Nacogdoches, TX 75961  
(936) 560-3538

Classifications: SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jennifer.clark@rainbownac.com

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### Rainbow International of Weatherford

Address: 2595 Old Brock Road  
Weatherford, TX 76087  
(817) 458-2782

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### Rainbow International of Webster

Address: 2225 Lakeway Drive  
Friendswood, TX 77546  
(281) 672-6200

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## Rainbow International Restoration of San Antonio (Restoration Ventures Inc)

---

Address: 16015 University Oak  
San Antonio, TX 78249  
(210) 445-9463

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## RAM Concrete & Asphalt, LLC

---

Address: 118 Lynn St  
Suite 202  
Lewisville, TX 75057  
(469) 458-9700

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ddoss@ram-ca.com  
jmeza@ram-ca.com

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## RAM Roofing Services LLC

---

Address: 2140 E Southlake Blvd  
Suite L-665  
Southlake, TX 76092  
(972) 333-9352

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ramroofingservices@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Raus Construction LTD. (Raus Construction LTD.)

---

Address: 1181 Brittmoore Road  
Suite 100  
Houston, TX 77043  
(713) 490-1234

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## RCK Equipment Solutions (Curtis Collins and Katina Collins)

---

Address: 25323 Pine Knob Dr,  
Cleveland  
Cleveland, TX 77328  
(281) 883-4446

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Katina@rckequip.com

Participation Type: Active Supplier

Email Status:



Invitation Type: Automatic

---

**RDI Mechanical**

Address: 7150 Breen Dr.  
Houston, TX 77086  
(281) 448-1700

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: dispatch@rdimechanical.com

---

**Ready Trans Limited Liability Company**

Address: 14560 Pensham Dr  
Frisco, TX 75035  
(214) 264-9230

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: udaymachchhar@gmail.com

---

**Real Network Services, Inc. (Crosley)**

Address: 5529 Redfield St.  
Dallas, TX 75235  
(214) 624-7600

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: jreyes@aboutreal.com

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**Rebeccek Enterprises llc**

Address: 3178 FM 666  
ROBSTOWN, TX 78380  
(361) 442-1071

Classifications: TAS  
TPA  
TXM  
USC  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails:

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**Red Couch Interactive LLC (Red Couch Interactive LLC)**

Address: 5090 Richmond Ave.  
Suite 396  
Houston  
Houston, TX 77056

Response Status: Viewed

Status Date: 8/14/2023 09:04 PM (CT)

(713) 890-9603

Participation Type: Active Supplier

Initiation Type: Not Invited

### Red Rocket Electric Llc

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Address: 7730 Arrowhead Lane  
Houston, TX 77075  
(346) 283-3499

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: redrocketinfo01@gmail.com

### Red Towers Janitorial Services LLC

---

Address: 111 Pioneer rd  
Shenandoah, PA 17976  
(570) 590-1641

Classifications: MBE  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: angelogrojas@gmail.com

### Regiment Commercial Construction

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Address: 3257 Corrigan Ln.  
Round Rock  
Round Rock, TX 78665  
(512) 466-9695

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: john@regimentcommercial.com

### Reid's Estimating and Contracting LLC

---

Address: 3403 West T C Jester blvd  
1214  
Houston, TX 77018  
(303) 261-2089

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Response Status: Viewed

Status Date: 8/11/2023 11:52 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: breid@reidsestimatingllc.com

Initiation Type: Automatic

## Renegade Construction LLC

Address: 2019 Sunset Court  
League City, TX 77573  
(832) 242-4217

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: RFP@renegadeconstruction.org

## Republic Services, Inc.

Address: 8101 Little York  
Houston, TX 77016  
(713) 635-6666

Classifications: HGA (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: tgreen@republicservices.com

## RES Construction 66 LLC

Address: 170 FM 86  
Red Rock, TX 78662  
(512) 718-4009

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: paulinespurlock66@yahoo.com

## Restoration nation inc

Address: 6827 communications pkwy  
suite 320  
Plano, TX 75024  
(682) 272-1607

Classifications: MBE  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: hamza@restorationnationtx.com

## Restoration Services, Inc. (A & E Tech Reps)

Address: P.O. Box 41069  
Houston, TX 77241-1069  
(281) 890-1880

Participation Type: Active Supplier

Email Status: Fail

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bryan@rsi-restorationservices.com

Initiation Type: Automatic

### Revitalize Maintenance, LLC

Address: P.O. Box 451467  
Houston, TX 77245  
(281) 888-4043

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Rhema Word of Life Church

Address: 16730 Hedgecroft #310  
Houston, TX 77060  
(832) 296-3018

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: 1rhemawordoflife@gmail.com

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Rhode Island

Address: 1 Capitol Hill  
Providence, RI 02908  
(401) 574-8670

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

### Right Choice cleaning & Restoration

Address: 10119 Golden Meadow dr.  
Houston, TX 77064  
(281) 907-9525

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Rio Roofing, Inc.

Address: 310 Hanmore Industrial Pkwy  
Harlingen  
Harlingen, TX 78550  
(956) 423-3359

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: Rioroofervp@aol.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Rivera's Remodeling (Rivera's Remodeling Enterprises Inc.)

Address: 2506 Muscadine Ln

Response Status: No Response

Pasadena, TX 77502  
(832) 640-5770

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: riverasremodeling@yahoo.com

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### Riverwalk Marketing and Sales Inc

Address: 2600 S Gessner Rd, Suite 420  
Houston, TX 77063  
(484) 643-2431

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jose@riverwalkms.com

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### RIVMONT SERVICES LLC

Address: 206 Kimberly Hl  
Palmer, TX 75152  
(956) 500-5134

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: rivmonservices@gmail.com

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### RJY Group (RJY Group)

Address: 9303 Kirby Dr.  
Houston, TX 77054  
(713) 838-1147

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: greg@rjygroup.net

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### RKD Enterprise

Address: 17202 Quiet Grove Ln  
Humble, TX 77346  
(832) 489-1295

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dmdavis75@aol.com

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### RNDI COMPANIES

Address: 311 E I-30  
Rockwall, TX 75087  
(214) 771-3977

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### Roadrunner Moving & Storage (Roadrunner Ltd)

Address: 12425 Chimney Rock Road  
Houston, TX 77035  
(281) 460-5756

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Submitted

Status Date: 8/8/2023 04:47 PM (CT)

Response Date: 8/17/2023 05:45 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: ben@roadrunner-moving.com  
butch@roadrunner-moving.com

### Roadrunner Restoration (Progressive Fire & Flood, Inc)

Address: 5117 Hiltonview  
HOUSTON, TX 77086  
(281) 358-0999

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: talaniz@roadrunnerrestoration.com

### Roberto Gamez (RP COS MANAGEMENT INC)

Address: 20115 SALZBURG LN  
HUMBLE, TX 77073  
(281) 299-7990

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: r.gamez@rppcos.com

### Rockin' D Fencing LLC

Address: 4720 Self Street  
Santa Fe, TX 77517  
(281) 705-9705

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: office@rockindfencing.com

### Rogers O'Brien Construction (Rogers O'Brien Construction)

Address: 11200 Richmond Ave. Suite 110

Response Status: No Response

Houston, TX 77082  
(281) 669-7848

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/7/2023

Initiation Emails: jgonzales@r-o.com

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### **Rolland Safe and Lock Company**

Address: 3140 Towerwood Drive  
DALLAS, TX 75234  
(713) 929-3712

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: david@rslc.net

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### **RoofCARE**

Address: 7117 Belgold street suite c  
Houston, TX 77066  
(713) 987-4978

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### **Roofing Designs by JR LLC (OEG Construction and Services)**

Address: 5970 N Sam Houston Pkwy E  
Ste 501  
TEXAS  
HUMBLE, TX 77396  
(832) 758-5108

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### **Roosevelt General Contractors**

Address: 746 w 20th  
Houston, TX 77008  
(713) 253-0158

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: taylor@rooseveltgcc.com

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### **Rostan Solutions LLC (Rostan Solutions LLC)**

Address: 3433 Lithia Pinecrest Road

Response Status: No Response

Suite 287  
Valrico, FL 33596  
(813) 333-7042

Initiation Date: 8/7/2023  
Initiation Emails: djankauskas@rostan.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Royal American Services, Inc.

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Address: 5909 West Loop South  
Suite 155  
Bellaire, TX 77401  
(713) 666-2418

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: rgoldman@ggras.net  
sgoldman@ggras.net

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Royal Eagle Contracting

---

Address: 4231 Cook Rd  
Houston, TX 77072  
(832) 335-3144

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: manager@smgservices.net

Classifications: MBE (Primary)  
SBE  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Royalty by Design LLC

---

Address: 12302 W Dreyfus Dr  
Ste 200  
El Mirage, AZ 85335  
(623) 473-3755

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### RR CONNECTION CONSULTING

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Address: 150 E. HWY 67 STE 218  
Duncanville, TX 75137  
(214) 244-4164

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Classifications: MBE  
SBE  
WBE (Primary)

Participation Type: Active Supplier  
Email Status:



Initiation Type: Automatic

### RS3 Turf

Address: 3400 east palm valley blvd  
round rock, TX 78665  
(512) 238-2246

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### RSB Environmental (RSB Solutions Ltd Co)

Address: 6001 Savoy Drive, #110  
Houston, TX 77036  
(832) 291-3473

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### RSG Southwest, LP

Address: 3373 Garden Brook Drive  
Dallas, TX 75234  
(972) 406-2930

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: scott@rsglobal.com

### rutherford diversified industries inc

Address: 1813 PASEO SAN LUIS  
Sierra Vista, AZ 85635  
(520) 458-8761

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: RENE@RDIINC.US

### S Corporation

Address: 2037 Chestnet St Fl 1  
Phila, PA 19103  
(484) 693-0835

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Initiation Type: Automatic

### **S&B Infrastructure, Ltd.**

Address: 15150 Memorial Drive  
Houston, TX 77079  
(713) 845-5401

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mnarayanamy@sbinfra.com

### **S&T Remodeling and construction**

Address: 52 Spring lane  
Manvel, TX 77578  
(128) 194-8709

Classifications: MBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: demessaturner@stconstruction.de  
sign

### **SAB Industries LLC**

Address: 2437 1/2 University Blvd  
Houston, TX 77005  
(713) 851-5838

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/8/2023 08:44 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: sbono@corporatecare.com

### **Sabre Commercial**

Address: 2001 Chicon St.  
Austin, TX 78722  
(512) 767-7400

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jbarton@sabrecommercial.com

### **Salone Capital LLC**

Address: 140 E. Lake  
Rockport, TX 78382  
(361) 960-6201

Classifications: MBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Stephen@salonecapital.com

### **SAMES, INC.**

Address:	200 S. 10th Street, Suite 1500 McAllen, TX 78501 (956) 702-8880	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	tirzah@samengineering-surveying.com
Initiation Type:	Automatic		

### **Sandoval Contracting Inc. (Sandoval Contracting Inc.)**

Address:	5727 Kenwick St SAN ANTONIO, TX 78238 (210) 451-8566	Response Status:	No Response
Classifications:	MBE (Primary) SBE WBE	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	sandovalcontractinginc@gmail.com
Email Status:			
Initiation Type:	Automatic		

### **Saratoga Roofing & Construction (Mountain Top Enterprises, LLC)**

Address:	209 NW 132nd Street OKC, OK 73114 (405) 692-6100	Response Status:	No Response
Classifications:	WBE (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	
Email Status:			
Initiation Type:	Automatic		

### **Sawduzt Services, LLC.**

Address:	8218 Rushing Stream Ct. Tomball, TX 77375 (832) 306-5207	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:	Fail	Initiation Emails:	damian@sawduztservices.com
Initiation Type:	Automatic		

### **SBA Houston (US Small Business Administration)**

Address:	8701 S. Gessner Drive, Suite 1200 Alliance Tower Federal Building 12th Flr Houston, TX 77074 (713) 773-6513	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	Miguel.Ruiz@SBA.Gov
Initiation Type:	Automatic		

## SBM General Contractor, LLC

Address: 1413 CR 2744  
Mico, TX 78056  
(830) 688-6031

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: spmulvihill@aol.com

## Scogin Aire Mechanical (Scogin Aire Mechanical)

Address: 4330 FM 1488  
Conroe  
Conroe, TX 77354  
(936) 788-1414

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Customerservice@scoginaire.com

## Scope28 (Scope28)

Address: 9818 Fry Rd suite 150 unit 99,  
Cypress, TX, USA  
CYPRESS, HARRIS, TX, TX  
77433  
(713) 295-1703

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## Scott Beck Construction.Inc

Address: 4028 Rufe Snow Drive  
North Richland Hills, TX 76180  
(817) 616-3277

Classifications: MBE  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mike@scottbeckconstruction.com

## Scott Dennett Construction, LC (Scott Dennett Construction, LC)

Address: 2313 CULLEN ST  
FORT WORTH, TX 76107  
(817) 882-9420

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: janellem@dennettconstruction.com

## SDB Contracting Services (SDB, Inc)

Address:	1001 S. Edward Drive Tempe, AZ 85281 (480) 967-5810	Response Status:	No Response
Classifications:	CPC TCP (Primary) TIP TXM	Invitation Date:	8/7/2023
		Invitation Emails:	casey.sundt@sdb.com leads.dallas@sdb.com sue.cardis@sdb.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Sea-Breeze Roofing Inc

Address:	1927 Ahrens Houston, TX 77017 (713) 643-7997	Response Status:	No Response
Classifications:	CPC (Primary)	Invitation Date:	8/7/2023
Participation Type:	Active Supplier	Invitation Emails:	sbri@seabreezerroofing.com
Email Status:			
Invitation Type:	Automatic		

## SecureAire LLC

Address:	1968 Bayshore Blvd Dunedin, FL 34698 (239) 478-2333	Response Status:	No Response
Participation Type:	Active Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	kparry@secureaire.com
Invitation Type:	Automatic		

## SEDALCO, INC. (SEDALCO, INC.)

Address:	4100 Fossil Creek Blvd Fort Worth, TX 76137 (817) 831-2245	Response Status:	No Response
Participation Type:	Active Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	bids@sedalco.com
Invitation Type:	Automatic		

## SEI. Service Express Inc. (Service Express Inc.)

Address:	3855 Sparks Dr SE Grand Rapids, MI 49512 (800) 940-5585	Response Status:	No Response
Classifications:	SBE (Primary)	Invitation Date:	8/7/2023
Participation Type:	Active Supplier	Invitation Emails:	customeronboarding@serviceexpress.com
Email Status:			
Invitation Type:	Automatic		

## SEMI USA CORPORATION

Address: 6701 DEMOCRACY  
BOULEVARD  
SUITE 200  
BETHSEDA, MD 20817  
(202) 888-7364

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails:

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## Seneca Mechanical LLC

Address: PO Box 128  
Nolanville, TX 76559  
(254) 213-9605

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: dturner@seneca-mechanical.com  
amyers@seneca-mechanical.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## Serenity Floor Care (Dirt Free Carpet & Tile Cleaning LLC)

Address: 23826 Hopewell Dr  
Katy, TX 77493  
(832) 277-4689

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: joshua@serenityfloorcare.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## Service Master Restore by United (Corpus Christi TRS, LLC)

Address: 3728 Wow Rd  
# B  
Corpus Christi, TX 78413  
(361) 759-0065

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: smrbyunited@gmail.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## Service Systems Inc

Address: 10551 Barkley  
Suite 325  
Overland Park  
Overland Park, KS 66212  
(913) 257-5740

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: bids@goservicesystems.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## Service Wing Organic Solutions, LLC (Fuss)

Address: 1611 N 164th E Ave  
Suite 100  
TULSA, OK 74116  
(918) 395-0700

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mike@servicewing.com  
shelby@servicewing.com

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### ServiceMaster by ABC Services (Phil Bryant)

Address: 1106 Carby  
Houston, TX 77037  
(936) 588-1493

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: phil.svm@comcast.net

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### ServiceMaster by Centex (CSTR Services LLC)

Address: P.O. Box 1326  
Waco, TX 76703  
(254) 829-1690

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: svmbycentex@sbcglobal.net

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### ServiceMaster Recovery Management (Service Environments of Texas, Inc.)

Address: 801 Russell Palmer Road  
Kingwood, TX 77339  
(281) 358-0363

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/9/2023 12:55 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: brad@smtrs.com  
stan@smtrs.com

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### Servpro Northeast Dallas

Address: 10280 Miller Rd  
Dallas, TX 75238  
(214) 343-3973

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: rboatman@servpronortheastdallas.com

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### SERVPRO of Bear Creek (SPBC, LLC)

Address: 1305 Upland Drive  
Ste C  
Houston, TX 77043  
(281) 463-9800

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: MBE  
SBE (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Servpro of Beaumont (Triangle Restoration)

Address:	2125 Stillwater Dr. #113 Beaumont, TX 77705 (409) 729-2800	Response Status:	Submitted
		Status Date:	8/15/2023 03:42 PM (CT)
		Response Date:	8/21/2023 09:23 AM (CT)
Participation Type:	Active Supplier	Initiation Date:	8/7/2023
Email Status:		Initiation Emails:	sales@servpro9927.com
Initiation Type:	Automatic		

### SERVPRO of Bellaire (Norlander Industries)

Address:	P.O.Box 771323 Houston, TX 77215 (713) 266-9294	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### SERVPRO of Brazos Valley/ SERVPRO of Temple & Belton (G. Owens Enterprises, Inc.)

Address:	707 S Tabor Ave Bryan, TX 77803 (254) 771-3055	Response Status:	Submitted
		Status Date:	8/17/2023 12:03 PM (CT)
		Response Date:	8/17/2023 03:53 PM (CT)
Classifications:	HUB (Primary)	Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	accounts@servpro9059.com
Email Status:			
Initiation Type:	Automatic		

### SERVPRO of Dallas Love

Address:	1301 SW 8th Ave Amarillo, TX 79101 (806) 331-4555	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	Lily@mbwserv.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### SERVPRO of Friendswood/Pearland (ABM Restoration, LP)

Address:	2537 Roy Rd.	Response Status:	Viewed
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Pearland, TX 77581 (281) 850-6490	Status Date: 8/14/2023 05:03 PM (CT)
Participation Type: Active Supplier	Invitation Date: 8/7/2023
Email Status:	Invitation Emails: Kimberly@servpropearland.com
Invitation Type: Automatic	

### **SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)**

---

Address: 1951 Lincoln Highway North Versailles, PA 15137 (412) 825-5480	Response Status: No Response
	Invitation Date: 8/7/2023
	Invitation Emails:
Classifications: SBE (Primary)	
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

### **SERVPRO of North and East Central Houston**

---

Address: 9085 Marshall Court Westminster, CO 80031 (713) 339-0124	Response Status: Viewed
	Status Date: 8/14/2023 07:45 AM (CT)
Participation Type: Active Supplier	
Invitation Type: Not Invited	

### **SERVPRO of North Central Austin (Clean Slate Service, Inc.)**

---

Address: 13900 North Interstate 35 #J-1 Austin, TX 78728 (512) 579-0189	Response Status: No Response
	Invitation Date: 8/7/2023
	Invitation Emails: owner@servpronorthcentralaustin.com
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

### **SERVPRO of Northwest San Antonio**

---

Address: 11591 galm Rd San Antonio, TX 78254 (210) 313-0099	Response Status: Unsubmitted
	Status Date: 8/8/2023 09:27 AM (CT)
	Invitation Date: 8/7/2023
	Invitation Emails: terry@servpronwsa.com
Classifications: MBE (Primary) WBE	
Participation Type: Active Supplier	
Email Status:	
Invitation Type: Automatic	

### **Servpro of Pflugerville (Dimensions CLC, LLC)**

---

Address: 608 Tumlinson Fort Dr Leander, TX 78641 (512) 990-4776	Response Status: No Response
	Invitation Date: 8/7/2023
	Invitation Emails:
Participation Type: Active Supplier	
Email Status:	

Initiation Type: Automatic

### **Servpro of SFTC**

Address: 1250 Oklahoma Dr.  
Celina, TX 75009  
(469) 617-8038

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **SERVPRO of Spring/Tomball (AKS Holdings, Inc.)**

Address: P.O. Box 1366  
Tomball, TX 77377  
(281) 374-6454

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: a\_scott@servprospringtomball.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **SERVPRO of Stafford/Missouri City (Hollen Enterprises Inc)**

Address: 1306 FM 1092  
Suite 205  
Missouri City, TX 77459  
(281) 403-2256

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Servpro of the Woodlands/Conroe (S & R Operations, Inc.)**

Address: 2436 Peyton Rd  
Houston, TX 77032  
(281) 219-8180

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: smeacham@servpro9734.com

Classifications: TCP  
TIP  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Servpro of Town & Country, Servpro of Clear Lake (Jagwood, Inc.)**

Address: 10115 Papalote St, Ste. D

Response Status: No Response

Houston, TX 77041  
(713) 461-2700  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails:

### **Servpro of Westfield (G&K Godwin Enterprises, Inc)**

---

Address: P.O. Box 73107  
Houston  
Houston, TX 77273  
(281) 907-0018

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ggodwin@servproofwestfield.com

Classifications: MBE  
SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **Session Tax Consulting & Grant Writing (Session Tax Consulting and grant writing)**

---

Address: 10800 CLAY RD  
9108  
HOUSTON, TX 77041  
(346) 392-0895

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: scotttm@att.net

Classifications: MBE (Primary)  
SBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **SETEX Facilities & Maintenance, LLC (Preferred Facilities Group – USA LLC)**

---

Address: PO Box 20658  
Beaumont, TX 77720  
(409) 842-8293

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: lclifton@pfg-usa.com

Classifications: CPC (Primary)  
SBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### **Seyforth Services (Seyforth Services Inc)**

---

Address: 10520 Plano Rd. Suite 204  
Dallas, TX 75238  
(214) 341-4909

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: dbhand07@att.net

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

## Sharjo LLC (ELITE RESTORATION HOLDINGS, LLC)

---

Address:	5451 Industrial Way Benicia, CA 94510 (800) 480-8439	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	mtoruno@smrestore.net
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Shepard Forest (4325 Costa Rica, LLC DBA Shepard Forest)

---

Address:	2905 Washington Drive Houston, TX 77038 (281) 820-5855	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Shine Janitorial & Restoration Inc

---

Address:	99 WALL ST STE 1360 NEW YORK, NY 10005 (212) 401-0065	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	finance@shinejr.com
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## SI Restoration

---

Address:	1121 Wilso Dr Baltimore, MD 21223 (800) 356-0484	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	jeff.cohn@si-restoration.com
Classifications:	DIR (Primary) TCP TIP USC		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Sigga Workforce Technologies

---

Address:	13135 Dairy Ashford Rd Sugar Land, TX 77478 (855) 744-4287	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Sign Pro (Sign Pro)

Address: 2112 E. William J. Bryan Pkwy  
Bryan, TX 77802  
(979) 774-0100

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: tony.signpro@gmail.com

## Signature Electric Services, LLC

Address: 130 Lake Harbor Ln  
Huffman, TX 77336  
(281) 324-1063

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Signatureelectric@gmail.com

## Sitek Omni Services, LLC

Address: 1017 1st Street East  
Humble, TX 77338  
(281) 812-1461

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jwoodard@sitekomni.com

## Skanska USA Building Inc.

Address: 800 Capitol Street  
Suite 1210  
Houston, TX 77002  
(713) 401-5200

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: janelle.johnson@skanska.com

## Sky Spotless Cleaners (ADAM NAMAL)

Address: 6922 Silver Trace Ct  
Katy, TX 77449  
(281) 923-2954

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cahidcakil@gmail.com

## SLL Services, LLC

Address: 39 Rambling Road

Response Status: No Response

Palestine, TX 75801  
(903) 480-5584  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: llucas@sllservicesllc.com

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**Smart Pump Solutions, LLC. (Smart Pump Solutions, LLC.)**

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Address: 6014 Gardendale Dr  
Houston, TX 77092  
(281) 944-9744  
Classifications: MBE  
TCP  
TIP  
USC  
SBE  
HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: sergio@smartpumpsolutions.com

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**Smart Scholars Foundation**

---

Address: 3615 Flannery Ridge Lane  
Houston  
Houston, TX 77047  
(832) 367-9688  
Classifications: MBE (Primary)  
SBE  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: smartscholarsdirector@gmail.com

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**SmartChoice Roofing Solutions**

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Address: 5 Haverford Ln.  
Friendswood, TX 77546  
(832) 272-8575  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: kyle@smartchoiceroofing.net

---

**SME & Associates (SME Advocate Associations, Inc)**

---

Address: 13151 Emily Road  
Ste 135  
Dallas, TX 75240  
(214) 306-7463  
Classifications: MBE (Primary)

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

**SnapTemps Staffing, ProFinal Clean, ExactScreen, SafeSource (Affinity Professional Group, LLC.)**

---

Address: 13831 Northwest Freeway  
Suite 237  
Houston, TX 77040  
(713) 393-7565

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: maison.devereaux@snapstaff.net

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

---

**SNR Construction & Consulting LLC**

---

Address: 9632 Riddlewood Ln.  
Houston, TX 77025  
(832) 778-7923

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: snrprojectmanager@outlook.com

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

**Solentricx, Inc.**

---

Address: 3422 Laura Koppe Road  
Houston, TX 77093  
(281) 674-8000

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: deyaburton@solentricxinc.com

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

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**Solidarity Contracting llc**

---

Address: 10100 w sam houston pkwy s

Response Status: No Response

#340  
houston, TX 77099  
(281) 495-6777

Invitation Date: 8/7/2023

Invitation Emails:

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## South Carolina

---

Address: Post Office Box 2825  
Columbia, SC 29211  
(803) 734-5044

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails:

Participation Type: Offline Supplier

Email Status:

Invitation Type: Manual

## south texas boiler

---

Address: 14715 east freeway  
houston, TX 77015  
(713) 455-8880

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: sylvia@stxboiler.com

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## SOUTH TEXAS PUMP INC

---

Address: PO BOX 1852  
WESLACO, TX 78599  
(956) 969-3534

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: stpump@gmail.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## Southeast Technical Solutions

---

Address: P.O. Box 3145  
League City, TX 77573  
(832) 632-1493

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: stsfrm.com@gmail.com

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## Southwest Hazard Control



---

Address:	1953 WEST GRANT RD TUCSON, AZ 85745 (480) 517-9040	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	cromano@swhaz.com
Classifications:	SBE WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **SOUTHWEST WHOLESALE LLC**

---

Address:	4241 PURDUE STREET HOUSTON, TX 77005 (713) 664-0363	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	HUTCHISON@SWAT4241.COM
Classifications:	MBE HUB (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **Sparkling Clear Industries**

---

Address:	422 WEST PLANTATION CLUTE, TX 77531 (979) 265-6555	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	sjohnson@sparklingclear.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **SpawGlass Construction Corp. (SpawGlass Construction Corp.)**

---

Address:	13800 West Rd Houston, TX 77041 (281) 970-5300	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	Mark.Grauvogl@SpawGlass.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **Specialty Commercial Contractors**

---

Address:	1600 N I-35E ste 107 Carrollton, TX 75006 (972) 245-2600	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

### **Specialty Painting & Wallcovering, Inc.**

---

Address: PO Box 1817  
Nederland, TX 77627  
(409) 724-6292

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mhall.specpaint@att.net

## Splash Power Washing

Address: 2606 Flintgate Ct  
Houston, TX 77014  
(832) 390-0646

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: splashpw@yahoo.com

## Spur Employment, Inc. (Spur Employment, Inc.)

Address: 3414 Governors Dr. SW #220  
HUNTSVILLE, AL 35805  
(256) 203-9262

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: rfp@spurjobs.com

## SSCI Environmental (Separation Systems Consultants, Inc.)

Address: 17041 El Camino Real  
Suite #200  
Houston, TX 77058  
(281) 486-1943

Classifications: MBE  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ssci@sscienvironmental.com

## SSI LAND MANAGEMENT

Address: P.o. Box 16691  
Galveston, Texas  
Select, TX 77550-7747  
(409) 457-2859

Classifications: MBE  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: popper164@gmail.com

Initiation Type: Automatic

#### Staff 4 Houston (TX Citywide Pro Services)

---

Address: 10880 Westheimer Road  
Houston, TX 77042  
(832) 767-4456

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: adria@staff4houston.com

#### Standard Morgan Partners, LTD

---

Address: 8500 Alameda-Genoa Rd.  
Ste 114  
Houston, TX 77075  
(713) 991-0026

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: rfp@grgcommercial.com

#### Stanley Convergent Security (Stanley Convergent Security)

---

Address: 6699 Portwest Drive, 100  
Suite 100  
Houston, TX 77024  
(512) 217-5546

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

#### Statewide Services, LLC

---

Address: PO Box 52  
Liverpool, TX 77577  
(281) 732-2034

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dan@statewidesvc.com

#### STOA Architects

---

Address: 6001 Savoy Drive Suite 100  
Houston, TX 77036  
(713) 995-8784

Classifications: MBE  
SBE  
HUB (Primary)

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: vlee@stoaintl.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Strack Homes, LLC**

---

Address: 6046 FM 2920 Rd  
#634  
Spring, TX 77379  
(832) 698-1344

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: lmazzella@strackhomes.com

Classifications: SBE  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Straight Line Comercial Cleaning and floor care (Straight Line LLC)**

---

Address: 550 N 5th St Suite 306  
Rapid City, SD 57703  
(605) 791-0284

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: vanpelt2017@gmail.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Straight Line Management (Straight Line Management LLC)**

---

Address: 734 N. New Braunfels, Suite 103  
San Antonio, TX 78202  
(210) 226-2107

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Strategic Partnerships, Inc.**

---

Address: 901 S. Mopac Expy  
Building 1, Suite 100  
Austin, TX 78746  
(512) 531-3927

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **STRAUS SYSTEMS INC (STRAUS SYSTEMS INC)**

---

Address: 7 STRAUS COURT

Response Status: No Response

STAFFORD, TX 77477  
(281) 498-1689

Invitation Date: 8/7/2023

Invitation Emails:

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **SuBSurfco, LLC**

---

Address: 402 Golf Road  
South Sioux City, NE 68776  
(402) 494-2063

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: bsmith@subsurfco.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **Successful Starters Learning Academy II**

---

Address: 10635 Homestead Road #B  
Houston, TX 77016  
(713) 491-0047

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: carlasmithford@sbcglobal.net

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **Sullivan Contracting Services (Pounds Group, LLC)**

---

Address: 2299 Rudeloff Road  
Seguin, TX 78155  
(830) 372-3812

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: cody@scs-tx.com  
trey@scs-tx.com

Classifications: CPC  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **Sunsafe Film LLC**

---

Address: 11703 Huebner  
STE 106-401  
San Antonio, TX 78238  
(210) 393-5088

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: ap@sunsafefilm.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### **Suro Industries (Suro Industries)**

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Address:	18211 SILVER TIMBER CT Katy, TX 77449 (346) 205-2800	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	jason@alliedbuildersco.com
Classifications:	MBE SBE HUB (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Swinerton**

---

Address:	5707 Southwest Parkway Building One Suite 200 Austin, TX 78735 (512) 327-5599	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Symone Construction Services, LLC**

---

Address:	2414 Creekwood Drive Cedar Hill, TX 75104 (817) 271-0613	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	lionspride_4@sbcglobal.net
Classifications:	MBE SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **T&K's Mobile Detailing & Pressure Washing, Inc.**

---

Address:	4123 Fairgreen Lane Houston, TX 77047 (832) 545-0317	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	dellt@tkmobiledetail.com
Classifications:	MBE SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **TAG Communications, L.P.**

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Address:	16422 Huffsmith-Kohrville Road Houston, TX 77070 (281) 376-6700	Response Status:	Viewed
		Status Date:	8/8/2023 09:41 PM (CT)

Classifications: MBE  
SBE  
HUB  
WBE (Primary)  
Participation Type: Active Supplier  
Initiation Type: Not Invited

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**Tates Contracting, LLC**

---

Address:	7521 Westview Houston, TX 77055 (713) 800-1260	Response Status: No Response
Classifications:	MBE SBE (Primary) HUB	Initiation Date: 8/7/2023
Participation Type:	Active Supplier	Initiation Emails:
Email Status:		
Initiation Type:	Automatic	

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**Taylor Nicole**

---

Address:	1702 Teal Run Place Dr. Fresno, TX 77545 (832) 577-7036	Response Status: No Response
Classifications:	MBE WBE (Primary)	Initiation Date: 8/7/2023
Participation Type:	Active Supplier	Initiation Emails: bcokes57@aol.com
Email Status:		
Initiation Type:	Automatic	

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**TDC Waterproofing & Restoration, LLC.**

---

Address:	P.O. Box 41792 Houston, TX 77241 (713) 462-0786	Response Status: No Response
Classifications:	SBE (Primary)	Initiation Date: 8/7/2023
Participation Type:	Active Supplier	Initiation Emails: sharie@tdcwaterproofing.com
Email Status:		
Initiation Type:	Automatic	

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**TDG General Contractors**

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Address:	PO Box 675 Splendora, TX 77327 (281) 659-1700	Response Status: No Response
Participation Type:	Active Supplier	Initiation Date: 8/7/2023
Email Status:		Initiation Emails:
Initiation Type:	Automatic	

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**Techland Houston (Bright Star Productions Inc.)**

---

Address: 2420 Center St.  
Houston, TX 77007  
(832) 518-5583

Classifications: TXM (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sales@techlandhouston.com

### **Tegridy Contractors (Tegridy Contractors)**

---

Address: 202 North Allen Dr.  
Allen, TX 75013  
(972) 562-6060

Classifications: HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

### **Tellepsen Builders (Tellepsen Builders)**

---

Address: 777 Benmar Dr  
#400  
Houston  
Houston, TX 77060  
(713) 523-7264

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: bd@tellepsen.com

### **Telomack Cabling Solutions (Telomack Inc)**

---

Address: 765 Sawdust Road  
Suite #C-7  
The Woodlands, TX 77380  
(281) 443-7007

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: danwomack@telomack.com

### **Tetra Tech, Inc.**

---

Address: 2301 Lucien Way  
Suite 120  
Maitland, FL 32751  
(321) 441-8572

Participation Type: Active Supplier

Initiation Type: Not Invited

Response Status: Viewed

Status Date: 8/9/2023 11:34 AM (CT)

### **Tex Star Construction Services**

---

Address: 3214 Clarksville St

Response Status: No Response



La Porte, TX 77571  
(281) 650-2090  
Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails:

## Texas

---

Address: 111 East 17th Street  
Austin, TX 78774  
(512) 463-6958  
Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

## Texas Association of African American Chambers of Commerce (TAAACC)

---

Address: 807 Brazos Street  
Suite 710  
Austin, TX 78701  
(512) 535-5610

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: info@taaacc.org

Classifications: MBE  
SBE (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

## Texas Best Window Cleaning (Leslie Martin)

---

Address: 1508 Babbling Brook Dr  
Grand Prairie, TX 75050  
(972) 890-8229

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: frank@texasbestdfw.com

Classifications: MBE (Primary)  
SBE  
HUB  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

## Texas Certified Roofing

---

Address: 4740 Ingersoll  
Ste #215  
Houston, TX 77027  
(713) 781-8333

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier  
Email Status:

Initiation Type: Automatic

## Texas Chiller Systems

Address: 1219 Safari  
San Antonio, TX 78216  
(210) 243-6937

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mark.mcmurray@texaschillersystems.com

## Texas Cooling Experts

Address: 5111 Cabin Lake Dr  
San Antonio, TX 78244  
(830) 515-6986

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Texascoolingx@outlook.com

## Texas General Contractors, Inc.

Address: 4601 South Wayside Drive  
Houston, TX 77087  
(713) 640-2025

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Submitted

Status Date: 8/14/2023 10:49 AM (CT)

Response Date: 8/18/2023 02:41 PM (CT)

Initiation Date: 8/7/2023

Initiation Emails: aknoop@texasgeneral.com  
mgoodgame@texasgeneral.com

## Texas Gold Roofing & More LLC (10718 LONESOME DOVE TRL)

Address: 10718 LONESOME DOVE CT  
HOUSTON, TX 77095  
(832) 996-8066

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: texasgoldroofing@gmail.com

## Texas IAQ Specialists, Inc.

Address: 15255 Gulf Freeway  
Suite 144-D  
Houston, TX 77034  
(281) 464-3828

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: djlera@aol.com

Initiation Type: Automatic

### Texas Industrial Services, LLC

---

Address: 9659 N Sam Houston Pkwy. E,  
Ste 150-399  
Humble, TX 77396  
(713) 551-1985

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: Viewed

Status Date: 8/8/2023 08:37 AM (CT)

Initiation Date: 8/7/2023

Initiation Emails: chadh@txindustrialsvcs.com

### Texas Landscape Group, LLC

---

Address: 12714 Settemont Raod  
Missouri City, TX 77489  
(713) 283-1400

Classifications: SBE  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: carla@texaslg.com

### Texas Metal Roundup

---

Address: 1040 County Road 368  
Alvin, TX 77511  
(409) 256-8833

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: vikki@texasmetalroundup.com

### Texas One Construction, LLC

---

Address: 405 W. Kaufman St. Suite 103  
Rockwall, TX 75087  
(469) 274-5406

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jeff@teamtexas1.com

### Texas Power Equipment Inc

---

Address: 2000 W SAM HOUSTON PKWY Response Status: No Response

N  
HOUSTON, TX 77043  
(408) 239-3490

Invitation Date: 8/7/2023  
Invitation Emails: texaspowerequipment@yahoo.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### Texas Precision Paving

---

Address: P.O. BOX 841533  
Houston, TX 77284  
(281) 888-8286

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: robert@txprecisionpaving.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### Texas Striping and Curb Appeal (Lamont Lagrone)

---

Address: p.o.box 2182  
Houston  
Houston, TX 77004  
(832) 484-2943

Response Status: Viewed

Status Date: 8/14/2023 11:43 AM (CT)

Invitation Date: 8/7/2023

Invitation Emails: Texasstripingandcurbappeal@gmail.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### Texas Tree Team (Intermodal Facility & Maintenance, Inc.)

---

Address: 204 Schilling St.  
Baytown, TX 77520  
(713) 672-6800

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: gginzel@houstonifm.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### TexLaCon Inc.

---

Address: 10809 Millridge Pines Court  
Houston, TX 77070  
(713) 204-0201

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: tara.jones@texlacon.com

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### The Arreis Group llc

---

Address: 6318 Deihl Rd  
Houston, TX 77021  
(346) 228-6490

Classifications: MBE  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: s.alston@arreisgroup.com

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### **The Auto Clinic (The Auto Clinic LLC)**

Address: 1704 Myrtle Ave.  
El Paso, TX 79901  
(915) 694-7346

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Audie@theautoclinic.net

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### **The Baptiste Group LLC (The Baptiste Group LLC)**

Address: 945 Donegal Dr  
Locust Grove  
Locust Grove, GA 30248  
(800) 619-7450

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: kevinb@thebaptistegroup.com

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### **The Bid Calendar**

Address: 2903 Great Oaks Dr  
San Marcos, TX 78666  
(512) 214-1877

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

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### **The Clean Bee**

Address: 405 bowling alley rd  
Benton, IL 62812  
(618) 562-0624

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Thecleanbee@mail.com

### **The Comfort King (Gideon Lynn LLC)**

Address:	590 Brandon rd. Conroe, TX 78309 (281) 364-8400	Response Status:	No Response
Participation Type:	Active Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	Garrettcomfortking@gmail.com
Invitation Type:	Automatic		

### **The Deck & Canopy Company LLC**

Address:	6008 W. 34th St. Suite M (Mailing) 13407 Oak Ledge Dr. Houston, Tx 77065 Houston, TX 77092 (713) 907-9661	Response Status:	No Response
Participation Type:	Active Supplier	Invitation Date:	8/7/2023
Email Status:		Invitation Emails:	bsancerni@thedeckandcanopyco. com josancerni@thedeckandcanopyco. com
Invitation Type:	Automatic		

### **The Donatto Group**

Address:	PO Box 321226 Houston, TX 77221 (713) 371-8919	Response Status:	No Response
Classifications:	MBE (Primary) HUB	Invitation Date:	8/7/2023
Participation Type:	Active Supplier	Invitation Emails:	james@thedonattogroup.com
Email Status:			
Invitation Type:	Automatic		

### **The Edu-Source Corporation**

Address:	PO Box 691948 San Antonio, TX 78269 (800) 258-8559	Response Status:	No Response
Classifications:	MBE CPC (Primary) TAS SBE	Invitation Date:	8/7/2023
Participation Type:	Active Supplier	Invitation Emails:	edusource@edusourcecorp.com mari@edusourcecorp.com
Email Status:			
Invitation Type:	Automatic		

### **THE FENCE LADY INC.**

Address:	104 KENDALL RIDGE BOERNE, TX 78015 (830) 822-1822	Response Status:	No Response
Classifications:	CPC (Primary) HUB	Invitation Date:	8/7/2023
		Invitation Emails:	rebecca.TFL1@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **The Filter Guy (The Filter Guy)**

Address: 536 Long Creek Road Bldg 3  
Sunnyvale, TX 75182  
(972) 289-8676

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: thefilterguy@tx.rr.com

### **The Filter Man LLC**

Address: 18924 E. Industrial Parkway  
New Caney  
New Caney, TX 77357  
(281) 429-3664

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: cathy@filtermanltd.com

### **The Getch (THEGETCH PRIVATE LIMITED)**

Address: 4508 Bratton Cove, Round Rock,  
TX, 78681, USA  
Round Rock, TX 78681  
1 4302408613

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sshukla@thegetch.com

### **The Gonzalez Group, LP**

Address: 1245 Anderson Street  
Houston, TX 77081  
(832) 242-2300

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: tony@the-gonzalezgroup.com

### **The Kovacs Group**

Address: 540 Diamond Oak  
New Braunfels, TX 78132  
(325) 716-3295

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## **The MarketinGroup, LLC**

Address: 2261 North Park Dr.  
Suite 212  
Kingwood, TX 77339  
(713) 501-0087

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: tmg@themarketinggroup.us

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## **The Ratliff Group, LLC**

Address: P.O. Box 949  
531 W. Bethel Road  
COPPELL, TX 75019  
(972) 304-8800

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: bennett@ratliffgroup.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## **The Safeguard System Inc. (Safeguard System Inc.)**

Address: 4401 Kostoryz  
Corpus Christi, TX 78415  
(361) 854-1144

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: rose@safeguardsysteminc.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## **The Steam Team Inc.**

Address: 1904 W. Koenig  
Austin, TX 78756  
(512) 451-8326

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: billy@thsteamteam.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## **The TEAMS Group, LLC**

Address: 6518 Holden Mills Dr  
Spring, TX 77389  
(832) 725-9040

Response Status: Viewed  
Status Date: 8/9/2023 04:21 PM (CT)

Participation Type: Active Supplier

Invitation Type: Not Invited

## **The Trevino Group, Inc.**

Address: 11410 Brittmoore Park Drive

Response Status: Viewed



Classifications:	Houston, TX 77041 (713) 863-8333 MBE TAS (Primary) HUB	Status Date:	8/8/2023 07:07 AM (CT)
		Invitation Date:	8/7/2023
		Invitation Emails:	jryall@trevinogroup.com etrevino@trevinogroup.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **The Unity One Movement, Incorporated**

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Address:	3918 Hickok Houston, TX 77047 (832) 736-0007	Response Status:	Viewed
		Status Date:	8/17/2023 09:29 AM (CT)
Classifications:	MBE SBE (Primary)	Invitation Date:	8/7/2023
		Invitation Emails:	theunity1movement@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **The Urban Foresters**

---

Address:	12703 Stafford Road Stafford, TX 77477 (832) 776-9066	Response Status:	No Response
		Invitation Date:	8/7/2023
		Invitation Emails:	marketing@theurbanforesters.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Thee Elite Cleaning Company LLC**

---

Address:	2182 Harmony Lakes Court Lithonia, GA 30058 (240) 312-8085	Response Status:	No Response
		Invitation Date:	8/7/2023
Classifications:	MBE (Primary)	Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **THR Enterprises, Inc. d.b.a. JNE Green Team, Inc-Ultra Clean USA**

---

Address:	1300 McGowen St Houston, TX 77004 (346) 777-4466	Response Status:	No Response
		Invitation Date:	8/7/2023
Classifications:	MBE (Primary) SBE HUB WBE	Invitation Emails:	p.gonz@ultracleanusa.com
Participation Type:	Active Supplier		
Email Status:			

Invitation Type: Automatic

### Thunder River Construction, LLC

Address: 3215 W State Street, Suite  
309G1  
Milwaukee, WI 53208  
(703) 932-5189

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: bart.deforest@silverlake-  
construction.com

### TinMan Enterprises (TX TinMan Enterprises, LLC)

Address: 6731 Bridge St Ste 64  
Fort Worth, TX 76112-0817  
(817) 288-6116

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: estimator@tin-man.net

### Tippet Construction, LLC

Address: 6027 Plantation Drive  
Baytown, TX 77523  
(281) 620-9624

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails: tippetclay@gmail.com

### TMI Solutions, LLC (TMI Solutions, LLC)

Address: 531 Pasiano Dr  
George West, TX 78022  
(512) 758-3600

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Response Status: No Response

Invitation Date: 8/7/2023

Invitation Emails:

### Tommy Klein Construction, Inc.

Address: 7312 Upland Avenue

Response Status: No Response

Lubbock, TX 79424  
(806) 438-8777  
Classifications: CPC  
WBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/7/2023  
Initiation Emails: jklein@tkleinconst.com  
kklein@tkleinconst.com

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### Top-Notch Commercial Group LLC (Top-Notch Commercial Group LLC)

Address: 9011 Edgebrook  
Houston, TX 77075  
(281) 202-2668  
Classifications: MBE (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: topnotchcommercialgroup@gmail.com

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### TORIAZ LLC

Address: 5626 KENWOOD  
MISSOURI CITY, TX 77459  
(832) 902-3704  
Classifications: MBE (Primary)  
SBE  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: operations@toriazllcmaint.guru

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### Torrey Signs & LED (Torrey Lifestyle Investments, LLC DBA Torrey Signs & LED)

Address: 30 N Swanwick Pl  
The Woodlands, TX 77375  
(832) 639-8828  
Classifications: MBE  
SBE  
HUB (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: Lisa@tli-holdings.com

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### Total Lender Services LLC

Address: 17711 E Strack Drive  
Spring, TX 77379  
(281) 257-0233  
Classifications: HUB  
WBE (Primary)

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: john@resvcs.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Total Team Companies, LLC (Total Team Companies, LLC)**

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Address: 3407 Lang Road Suite A  
Houston  
Houston, TX 77092  
(713) 239-0540

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: invoicing@totalteamcons.com

Classifications: MBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Total Team Construction**

---

Address: 3407 Lang Road  
A  
HOUSTON  
HOUSTON, TX 77092  
(713) 239-0540

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: gyanez@totalteamcompanies.com

Classifications: MBE  
SBE  
HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **TouchView Inc**

---

Address: 830 W Chestnut St  
Brockton, MA 02301  
(833) 868-2489

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: frederick.bridges@icloud.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **TP&R CONSTRUCTION, L.L.C.**

---

Address: PO BOX 1761  
DESOTO, TX 75123  
(972) 814-3697

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: FELICIA@TEXASRPREMODEL.COM

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Transcare llc**

---

Address: 9203 hwy 6 S

Response Status: No Response

ste 124-170  
Houston, TX 77083  
(832) 788-2730

Invitation Date: 8/7/2023  
Invitation Emails: transcarehou@gmail.com

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

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### Travis Cox Plumbing Company, LLC

Address: 8600 FM 150 W  
Suite 200A  
Kyle, TX 78640  
(512) 256-5676

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: tcox@traviscoxplumbing.com  
Vcox@traviscoxplumbing.com

Classifications: WBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

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### Treco Services, Inc. (Treco Services, Inc.)

Address: 904 N Zarzamora  
San Antonio  
San Antonio, TX 78207  
(210) 432-4100

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: Debbiet@trecoservices.com

Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Tree Guy, LLC

Address: 18757 Kelly Meadows Ln  
New Caney, TX 77357  
(713) 933-9791

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: scott.treeguy@gmail.com

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

---

### Tree Shepherds LLC

Address: 314 Carlisle Dr  
Lake Dallas, TX 75065-2906  
(972) 317-9598

Response Status: No Response  
Invitation Date: 8/7/2023  
Invitation Emails: randy@treeshepherds.net

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

## Trinity Roofing & Restoration (MCD Growth Services LLC)

---

Address:	417 W. Hillary Circle SUGAR LAND, TX 77498 (832) 244-8990	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Triple D Enterprises

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Address:	17722 Stamford Oaks Dr Tomball, TX 77377 (281) 615-6999	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	justin@tripleenterprises.net
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Triple J Roof Solutions LLC (Triple J Roof Solutions LLC)

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Address:	241 County Road 671 Devine, TX 78016 Devine, TX 78016 (210) 776-5210	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	bradsterj62@hotmail.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Triscend Group

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Address:	11111 Katy Fwy Suite 910 Houston, TX 77079 (832) 229-4750	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Tri-Star Glass, Inc

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Address:	3110 Hwy 12 Vidor, TX 77662 (409) 769-2565	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	whitjacob09@gmail.com tristar409@yahoo.com
Classifications:	CPC SBE (Primary)		

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **TROOPER USA LLC (Villa 13, L.L.C.)**

Address: 3707 E. Southern Ave STE 2003  
Mesa, AZ 85206  
(713) 384-4589

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: jvillarreal@trooperusa.com

### **TRW MODERNFOLD CO., INC.**

Address: 6754 BOURGEOIS RD  
HOUSTON, TX 77066  
(713) 690-3484

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: julier@trwfamily.com

### **Tucker Construction (Jon Tucker Construction, LTD)**

Address: 7425 Mize Rd.  
Bryan, TX 77808  
(979) 589-3471

Classifications: HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: phillip@jontuckerconstruction.com

### **Tucon, LLC**

Address: 2925 Gulf Fwy S, Ste. B-194  
League City, TX 77573  
(409) 632-7922

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Mike@tuconllc.com

### **Turner Construction Company**

Address: 13430 Northwest Frwy, Suite 500  
Houston, TX 77040  
(210) 607-9500

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ahussein@tcco.com

---

## Turner Power and Construction, LLC (Turner Power Systems and Contractors, LLC)

---

Address:	12707 Haynes Rd Houston, TX 77066 (713) 253-3063	Response Status:	No Response
		Initiation Date:	8/7/2023
Classifications:	CPC (Primary)	Initiation Emails:	kimberly@turnerpower.com ron@turnerpower.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

## Turnkey Industries

---

Address:	PO 3876 Humble, TX 77347 (713) 823-0890	Response Status:	No Response
		Initiation Date:	8/7/2023
Classifications:	SBE (Primary)	Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

## TWIST Integration Solutions Technology (TapeWorks Texas, Inc.)

---

Address:	2001 Karbach Street Suite V Houston, TX 77092-7715 (713) 688-0696	Response Status:	No Response
		Initiation Date:	8/7/2023
Classifications:	SBE (Primary)	Initiation Emails:	info@twistist.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

## TX Cleaning & Integral Solutions

---

Address:	330 Trees Dr. Cedar Hill, TX 75104 (972) 974-9933	Response Status:	No Response
		Initiation Date:	8/7/2023
Classifications:	MBE (Primary) SBE HUB WBE	Initiation Emails:	o.cornell@tx-cleaning.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

## TXO Restoration

---

Address:	3220 Collinsworth St Fort Worth, TX 76107 (817) 332-7733	Response Status:	No Response
		Initiation Date:	8/7/2023
Participation Type:	Active Supplier	Initiation Emails:	grayson@txorestoration.com



Email Status:

Initiation Type: Automatic

## U. S. WHOLESALE PRODUCTS

---

Address: PO BOX 34483  
SAN ANTONIO, TX 78265  
(210) 520-6868

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: uswpsanantonio@gmail.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## U.S Electronics recycling Center Inc (Isaac F Sunnday)

---

Address: 6210 S Dairly Ashford Suite A4  
Houston, TX 77072  
(832) 762-0183

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: sunif1985@yahoo.com

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Ultimate Choice Pressure Washing

---

Address: P.O Box 523  
Coldspring, TX 77331  
(832) 318-9988

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ultimatechoicewashing@gmail.com

Classifications: HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Ultimate Plumbing

---

Address: 1404 E Lons St  
Brownfield, TX 79316  
(806) 891-5636

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ultimateplumbing@windstream.net

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## UM & C Enterprises, LLC

---

Address: 3031 McArdle Road  
Suite G5  
Corpus Christi, TX 78415  
(361) 290-4892

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: umandc.enterprises@gmail.com

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Unified Sunergy Systems LLC

---

Address: 2204 Sagebrush Drive  
Flower Mound, TX 75028  
(817) 557-7278

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: Ali.Mehmud@unifiedsunergy.com

## United Restoration & Preservation, Inc

---

Address: 5720 Allison Road  
Houston, TX 77048  
(713) 987-9424

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: MattL@urpinc.com

## UPI Builders, LLC

---

Address: 5008 Fuqua Street  
Houston, TX 77048  
(281) 286-2000

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: frank@upibuilders.com

## UPKEEP PRESERVATION SERVICES LLC (MARIN)

---

Address: 6302 GULF FREEWAY  
HOUSTON, TX 77023  
(832) 259-3294

Classifications: MBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: amupkeep@gmail.com

## US Executive LLC

---

Address: 401 E. Jackson St Ste 2340D  
Tampa, FL 33602  
(877) 359-3883

Classifications: SBE (Primary)

Participation Type: Active Supplier

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Email Status:

Initiation Type: Automatic

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**US LED LTD (US LED LTD)**

---

Address: 6807 Portwest Drive  
Houston, TX 77024  
(352) 789-4587

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: rleek@usled.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**Vallelunga Enterprises LLC dba The Router Room,**

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Address: 1211 Majesty  
Dallas, TX 75247  
(214) 905-9051

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**Varsity Facility Services (Varsity Contractors)**

---

Address: 315 South 5th Avenue  
Pocatello, ID 83201  
(208) 232-8598

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

**Vessel Support Services (Vessel Support Services)**

---

Address: 6431 Bonnie Chase Lane  
Katy, TX 77449  
(346) 224-1221

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: vesselspprt@gmail.com

Classifications: MBE  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

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**Video Industrial Services, Inc. (Video Industrial Services, Inc.)**

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Address: 7721 2nd Ave N  
Birmingham, AL 35206  
(205) 798-0300

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Vincent Bonura Inc. (Vincent Bonura)

Address: 14806 Waverly Hill Ln  
Cypress, TX 77429  
(281) 740-2346

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: backflowvince@gmail.com

## Virginia

Address: 101 N 14th St  
Richmond, VA 23219  
(804) 786-6585

Participation Type: Offline Supplier  
Email Status:  
Initiation Type: Manual

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

## Virtual Builders Exchange

Address: 4047 Naco Perrin  
Ste. 100  
San Antonio, TX 78217  
(210) 564-6900

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: Viewed  
Status Date: 8/8/2023 11:56 AM (CT)  
Initiation Date: 8/7/2023  
Initiation Emails: jeannette@virtualbx.com

## Virtus Group LLC

Address: 13725 S Mur-Len Rd  
Olathe, KS 66062  
(855) 854-7887

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

## Visions Contractors Inc DBA Visions Transportation

Address: 2717 Commercial Center Blvd.  
E200  
Katy, TX 77494  
(281) 825-3763

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: visionscontractors@att.net

## Vistex Graphics, LLC (Vistex Graphics, LLC)

Address:	13014 Brittmoore Park Dr Houston, TX 77041 (281) 971-9529	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Vizion Crane & Industrial Support LLC

Address:	1980 Post Oak BLVD Ste. 100 Houston, TX 77056 (832) 260-8337	Response Status:	Viewed
		Status Date:	8/9/2023 03:21 PM (CT)
		Initiation Date:	8/7/2023
		Initiation Emails:	jvigier@vizioncrane-is.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Voceon Digital Radio Communications

Address:	1219 Price Plaza Houston, TX 77449 (281) 616-7244	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	rrsmith@voceon.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Vortex Colorado

Address:	20 Odyssey Irvine, CA 92618 (800) 698-6783	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	staceym@vortexdoors.com
Classifications:	DIR (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## W. A. Robbins Construction Co., Inc.

Address:	4622 Dagg Road Houston, TX 77048 (713) 644-5823	Response Status:	No Response
		Initiation Date:	8/7/2023
		Initiation Emails:	wendell3@warobbinsconstruction.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			

Initiation Type: Automatic

### **wagner interiors (wagner interiors)**

Address: 10615 Sentinel St  
San Antonio  
San Antonio, TX 78217-3811  
(210) 473-7911

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: amy@allegiancefloors.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Ware Fencing, LLC**

Address: P.O. Box 1171  
Crowley, TX 76036  
(817) 948-4503

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: traci@warefencing.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Washington**

Address: P.O. Box 41160  
Olympia, WA 98504  
(360) 664-9760

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

### **Wastewater Transport Services (American Allwaste LLC dba Wastewater Transport Services)**

Address: 12141 Wickchester Ln  
Suite 325  
Houston, TX 77079  
(281) 731-6138

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: dennis@wastewaterts.com  
jsmith@allwastecorp.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Water Splash INC**

Address: 102 W Service Rd  
Ste 412  
Champlain, NY 12919  
(386) 314-5447

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: ktoole@watersplashnet.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Waterman Construction (Waterman Construction)**

Address: 4204 Gardendale Street  
Suite 209  
San Antonio, TX 78229  
(210) 373-0871

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: Andrew@watermangc.com

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### **Watkins & Associates Consulting Services LLC.**

Address: 5330 Griggs Rd. Suite C #104  
Houston, TX 77021  
(832) 721-9942

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: mcwacsgroup@yahoo.com

---

### **Way of Life Lawn & Maintenance LLC**

Address: 419  
elloise dr  
moncks corner, SC 29461  
(843) 637-1540

Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

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### **WCD Enterprises, LLC**

Address: 28150 N. Alma School Pkwy  
#103-452  
Scottsdale, AZ 85262  
(480) 415-3416

Classifications: WBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: wes.dryden@yahoo.com

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### **WeatherTech Roofing, LLC**

Address: PO Box 171292  
San Antonio, TX 78217  
(210) 557-6917

Classifications: MBE (Primary)  
HUB  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: weathertechroofingllc@gmail.com

## Webber Commercial Construction, LLC

---

Address: 1725 Hughes Landing Blvd.  
Suite 1200  
The Woodlands, TX 77380  
(281) 907-8600

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## West Virginia

---

Address: 1900 Kanawha Blvd  
Charleston, WV 25305  
(304) 558-2960

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Offline Supplier

Email Status:

Initiation Type: Manual

## Westco Ventures LLC

---

Address: 4400 South Wayside  
Suite #101  
Houston, TX 77087  
(713) 492-1263

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: awest@westcoventures.com

Classifications: MBE  
CPC (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Westwood Restoration, LLC

---

Address: 1070 Evergreen Circle  
Ste 300  
The Woodlands, TX 77380  
(281) 500-9008

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: smcbride@westwoodrestoration.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## White Star Services, LLC

---

Address: P.O. Box 10323  
Corpus Christi, TX 78460  
(361) 946-1750

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: whitestarservices@yahoo.com

Participation Type: Active Supplier

Email Status:



Initiation Type: Automatic

## Wild Magnolia Landscaping LLC

Address: PO BOX 2346  
Crosby, TX 77532  
(281) 328-4380

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: wildmagnolialandscaping@gmail.com

## Williams Technical Staffing

Address: 15015 W. Airport Blvd.  
#313  
Sugar Land, TX 77498  
(832) 790-4137

Classifications: MBE  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

## Wilson Contracting Services LLC

Address: 315 S. Opulent Drive  
Montgomery, TX 77316  
(903) 491-4224

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: brandon.wilson@wilsoncontracting  
services.com

## Window Systems of Texas Inc. (Window Systems of Texas Inc.)

Address: 1620 FM 1960 Road East  
Houston, TX 77073  
(832) 957-3592

Classifications: SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: dmallette@windowssystemsoftexas.com

## Wisconsin

Address: P.O. Box 7864  
Madison, WI 53707  
(608) 264-9550

Participation Type: Offline Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

Initiation Type: Manual

### Witt O'Brien's, LLC

Address: 1201 15th St. NW, Ste. 600  
Washington, DC 20005  
(202) 585-0780

Response Status: Viewed  
Status Date: 8/9/2023 08:54 AM (CT)

Participation Type: Active Supplier  
Initiation Type: Not Invited

### Woodbe Property Preservation

Address: 11704 Stovall Place  
hampton, GA 30228  
(404) 543-6875

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: woodbepropertypreservation@gmail.com

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Worldwide Power Products

Address: 5711 Brittmoore Road  
Houston, TX 77041  
(713) 434-2300

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Wrench, Inc. (Wrench, Inc.)

Address: 1929 3rd Ave  
Seattle, WA 98101  
(408) 550-4442

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails:

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### WW Mechanical

Address: 1309 Akron St  
Houston, TX 77029  
(832) 599-8607

Response Status: No Response  
Initiation Date: 8/7/2023  
Initiation Emails: bsmith@wwmechanicalhouston.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

### Wylie Construction Services

Address: 4830 Wilson Road  
Suite 280  
Humble, TX 77396  
(832) 230-1587

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: mike@wylieconstructionllc.com  
Travis@wylieconstructionllc.com

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### **Yellowstone (BIO Landscape & Maintenance, Inc.)**

Address: 5205 Dow  
Houston, TX 77040  
(281) 462-8552

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: ccathey@yellowstonelandscape.com

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### **Yunex, LLC**

Address: 9225 Bee Cave Rd  
Building B, Suite 201  
Austin, TX 78733  
(408) 201-4404

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: john.cane@yunextraffic.com

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### **Z Smart, LLC**

Address: 709 B West Rusk #813  
Rockwall, TX 75087  
(972) 809-0754

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails:

---

### **Zapata Janitorial Building & General Service, Inc.**

Address: 10190 Old Katy Rd  
Suite 511  
Houston, TX 77043  
(713) 827-0205

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: zapatajanitorial@gmail.com

---

### **Zenith Designs, LLC**

Address: 12823 Kingsbridge Lane  
Houston, TX 77077  
(254) 645-1191

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: chris@zenithdesigns.co

### Zenith Roofing and Waterproofing

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Address: 3200 W Bolt St  
Fort Worth, TX 76110  
(214) 600-5353

Classifications: HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: td@zenithroofing.com

### ZOAT CONSTRUCTION SERVICES, LLC (ZOAT Construction/Handyman Services, LLC)

---

Address: 9711 S. Mason Road  
Ste. 125-206  
Richmond, TX 77407  
(832) 428-5573

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/7/2023

Initiation Emails: z.o.a.t.llc@gmail.com

### Bid Activity Detail

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#### 1st Advertisement

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Activity Date: 8/4/2023 12:00 AM (CT)

Description:

#### 2nd Advertisement

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Activity Date: 8/7/2023 12:00 AM (CT)

Description:

### Pre-Proposal Meeting - Click Here for Zoom Info

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Activity Date: 8/9/2023 10:00 AM (CT)

Description: Tami Cyrus is inviting you to a scheduled Zoom meeting.  
Join Zoom Meeting

<https://hcde-texas-org.zoom.us/j/88634839604?pwd=OFhuY0czb3BwcnEvS1IERIVub1lxUT09>

Meeting ID: **886 3483 9604**

Passcode: **829680**

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One tap mobile

+13462487799,,88634839604#,,,,\*829680# US (Houston)

+12532158782,,88634839604#,,,,\*829680# US (Tacoma)

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Dial by your location

• +1 346 248 7799 US (Houston)

• +1 253 215 8782 US (Tacoma)

• +1 669 444 9171 US

• +1 669 900 9128 US (San Jose)

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 646 558 8656 US (New York)

• +1 646 931 3860 US

• +1 689 278 1000 US

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

Meeting ID: 886 3483 9604

Passcode: 829680

Find your local number: <https://hcde-texas-org.zoom.us/u/kmpcfYCJB>

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## RS Means Training - Click Here for Zoom Info

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Activity Date: 8/9/2023 10:30 AM (CT)

Description: Tami Cyrus is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting:

<https://hcde-texas-org.zoom.us/j/88634839604?pwd=OFhuY0czb3BwcnEvS1IERIVub1lxUT09>

Meeting ID: **886 3483 9604**

Passcode: **829680**

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One tap mobile

+13462487799,,88634839604#,,,,\*829680# US (Houston)

+12532158782,,88634839604#,,,,\*829680# US (Tacoma)

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Dial by your location

• +1 346 248 7799 US (Houston)

• +1 253 215 8782 US (Tacoma)

- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 886 3483 9604  
Passcode: 829680  
Find your local number: <https://hcde-texas-org.zoom.us/j/kmpcfYCJB>

## Deadline for Questions

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Activity Date: 8/14/2023 02:00 PM (CT)

Description:

## Proposals Due / Public Bid Opening - Click here for Zoom Info

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Activity Date: 8/21/2023 02:00 PM (CT)

Description: Tami Cyrus is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://hcde-texas-org.zoom.us/j/87611768817?pwd=R0dpMGZzUFk0TmVSZ3BzOXdYd1k3UT09>

Meeting ID: **876 1176 8817**

Passcode: **166331**

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One tap mobile

+13462487799,,87611768817#,,,,\*166331# US (Houston)

+16699009128,,87611768817#,,,,\*166331# US (San Jose)

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Dial by your location

- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 669 444 9171 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)

- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US

Meeting ID: 876 1176 8817

Passcode: 166331

Find your local number: <https://hcde-texas-org.zoom.us/j/kEBDjl0IK>

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## Anticipated Board Award

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Activity Date: 9/20/2023 01:00 PM (CT)

Description:

**Regular Board Meeting****7. E. 3.****Meeting Date:** September 20, 2023**Title:** Interlocal Agreements for September 2023**Submitted For:** Jeff Drury, Choice Partners**Submitted By:** Sophia Gutierrez**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Jane Lopez; Jeff Drury; Richard Vela; Yaritza Roman; Dr. Edna Johnson; Kendra Jackson; and Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None**Information****Posted Agenda Item:**

**Approval of HCDE Interlocal Agreements with:** Bassett Healthcare Network, Cooperstown, New York; Big Sandy Independent School District, Big Sandy, Texas; Big Spring Independent School District, Big Spring, Texas; Bread for Our Children, Lancaster, Texas; City of Bedford, Bedford, Texas; Cowlitz County, Kelso, Washington; Detroit Independent School District, Detroit, Texas; Duanesburg Central School District, Delanson, New York; IDEA Greater Cincinnati, Inc., Cincinnati, Ohio; Maury County Public Schools, Columbia, Tennessee; North Texas Food Bank, Plano, Texas; Pink Dreams, Inc., Dallas, Texas; ResponsiveED Texas, Lewisville, Texas; Rice University, Houston, Texas; Rio Hondo Independent School District, Rio Hondo, Texas; University of Texas El Paso, El Paso, Texas; and University of Texas Rio Grande Valley, Edinburg, Texas.

**Subject:****HCDE Interlocal Agreements with:**

Entity Name	Entity Type	City	State	Region
Bassett Healthcare Network	Non-profit	Cooperstown	NY	0
Big Sandy Independent School District	Education	Big Sandy	TX	7
Big Spring Independent School District	Education	Big Spring	TX	18
Bread for our Children	Non-profit	Lancaster	TX	10
City of Bedford	Governmental	Bedford	TX	11
Cowlitz County	Governmental	Kelso	WA	0
Detroit Independent School District	Education	Detroit	TX	8
Duanesburg Central School District	Education	Delanson	NY	0
IDEA Greater Cincinnati, Inc.	Charter School	Cincinnati	OH	0



Maury County Public Schools	Education	Columbia	TN	0
North Texas Food Bank	Non-profit	Plano	TX	10
Pink Dreams, Inc.	Non-profit	Dallas	TX	10
ResponsiveED Texas	Charter School	Lewisville	TX	11
Rice University	University	Houston	TX	4
Rio Hondo ISD	Education	Rio Hondo	TX	1
University of Texas El Paso	University	El Paso	TX	19
University of Texas Rio Grande Valley	University	Edinburgh	TX	1

**Rationale:**

**HCDE Interlocal Agreements with:**

Entity Name	Entity Type	City	State	Region
Bassett Healthcare Network	Non-profit	Cooperstown	NY	0
Big Sandy Independent School District	Education	Big Sandy	TX	7
Big Spring Independent School District	Education	Big Spring	TX	18
Bread for our Children	Non-profit	Lancaster	TX	10
City of Bedford	Governmental	Bedford	TX	11
Cowlitz County	Governmental	Kelso	WA	0
Detroit Independent School District	Education	Detroit	TX	8
Duanesburg Central School District	Education	Delanson	NY	0
IDEA Greater Cincinnati, Inc.	Charter School	Cincinnati	OH	0
Maury County Public Schools	Education	Columbia	TN	0
North Texas Food Bank	Non-profit	Plano	TX	10
Pink Dreams, Inc.	Non-profit	Dallas	TX	10
ResponsiveED Texas	Charter School	Lewisville	TX	11
Rice University	University	Houston	TX	4
Rio Hondo ISD	Education	Rio Hondo	TX	1
University of Texas El Paso	University	El Paso	TX	19
University of Texas Rio Grande Valley	University	Edinburgh	TX	1

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**Fiscal Impact**

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

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**Attachments**

Bassett Healthcare NY  
Big Sandy ISD

Big Spring ISD  
Bread for our Children  
City of Bedford  
Cowlitz County WA  
Detroit ISD  
Duaneburg Central School District NY  
IDEA Greater Cincinnati, Inc, OH  
Maury County Public Schools TN  
North Texas Food Bank  
Pink Dreams, Inc.  
ResponsiveEd Texas  
Rice University  
Rio Hondo ISD  
UT Rio Grande Valley  
UT El Paso  
Interlocal Google Map

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## Form Review

### Inbox

Choice Partners  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Sophia Gutierrez  
Final Approval Date: 09/05/2023

### Reviewed By

Jane Lopez  
Yaritza Roman  
Edna Johnson  
Jesus Amezcua

### Date

08/25/2023 03:17 PM  
08/29/2023 11:20 AM  
09/01/2023 01:09 PM  
09/05/2023 06:57 PM  
Started On: 08/22/2023 12:11 PM

**Interlocal Contract - Interstate**  
**Between Harris County Department of Education**  
**& Bassett Healthcare Network**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the Bassett Healthcare Network ("Entity"), located in One Atwell Road, Cooperstown, NY 13326, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE:**
    - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
    - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
  - B. **Entity:**
    - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
    - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
    - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
  5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
  6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
  7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
  8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: James Colbert, Jr.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 Phone: 713-694-6300

Entity: Bassett Healthcare Network  
 Attn: Legal  
 Title: Contract Administrator  
 Address: One Atwell Road  
 City, State, Zip: Cooperstown, New York 13326  
 Phone: \_\_\_\_\_  
 Email: contracts@bassett.org

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice;
  - By either party by giving thirty (30) days written notice to the other party; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

**Bassett Healthcare Network**

Entity Name

**Guy DiStefano** Digitally signed by Guy DiStefano  
Date: 2023.08.14 08:36:12 -04'00'

Signature

**Guy DiStefano**

Printed Name

**Vice President**

Title

**08/14/2023**

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date: \_\_\_\_\_

## **Interlocal Agreement between Harris County Department of Education**

**& Big Sandy Independent School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Big Sandy Independent School Dist, a local governmental entity and/or political subdivision ("LGE"), located in Big Sandy (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

### **Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

### **General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Big Sandy Independent School District ("LGE")  
Attn: Melinda Benson  
Title: Director of Finance  
Address: PO Box 598  
City, State, Zip: Big Sandy, TX 75755  
Phone: 903-636-5318  
Email: mbenson@bigsandyisd.org

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.



17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

**Big Sandy ISD**

Name of Local Governmental Entity



Authorized Signature

**Jamey Childress**

Printed Name

**Board President**

Title

**8/14/2023**

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> School District       | <input type="checkbox"/> Charter School    |
| <input type="checkbox"/> County                           | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College           |
| <input type="checkbox"/> State Entity                     |  |
| <input type="checkbox"/> Governmental entity/other: _____ |  |

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Big Spring Independent School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Big Spring Independent School Dist, a local governmental entity and/or political subdivision ("LGE"), located in Big Spring (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Big Spring Independent School District ("LGE")  
Attn: Melissa Tarbet  
Title: Director of Business Service  
Address: 708 East 11th Place  
City, State, Zip: Big Spring, Texas 79720  
Phone: 432-264-3620  
Email: mtarbet@bsisd.esc18.net

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

**Big Spring ISD**

Name of Local Governmental Entity

Authorized Signature

**Fabian Serrano**

Printed Name

**President, Board of Trustees**

Title

**March 9, 2023**

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- ☒ School District      ☐ Charter School  
☐ County      ☐ City/Municipality  
☐ University      ☐ College  
☐ State Entity  
☐ Governmental entity/other: \_\_\_\_\_



**Participation Agreement**  
**between Harris County Department of Education**  
**& Bread for Our Children**

This Participation Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Bread for Our Children non-profit corporation ("Non-Profit"), located in Lancaster (city), Texas (state), for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE's cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon Non-Profit's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **Non-Profit agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in Non-Profit's sole discretion.



- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.
- Non-Profit agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by Non-Profit. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.
6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.



10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and Non-Profit or between Non-Profit and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, Non-Profit shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Certificate of Interested Parties. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.

14. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

15. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested.** Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Bread for Our Children ("Non-Profit")  
Attn: Myesha Maye  
Title: Executive Director  
Address: 706 Bermuda Ave  
City, State, Zip: Lancaster, TX 75146  
Phone: 914.642.9768  
Email: myesha@breadfw.org

16. Relation of Parties. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in



this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Non-Profit or HCDE and any of Non-Profit's representatives.

17. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
18. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
22. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
23. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. Term above:

Breat For Our Children  
Name of Non-Profit Corporation

Harris County Department of Education

[Signature]  
Authorized Signature

Myasha Mayer  
Printed Name

James Colbert, Jr.

Executive  
Title

County School Superintendent

7/27/23  
Date

\_\_\_\_\_ Date



**Interlocal Agreement**  
**between Harris County Department of Education**  
**& \_\_\_\_\_**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and \_\_\_\_\_, a local governmental entity and/or political subdivision (“LGE”), located in \_\_\_\_\_ (city), \_\_\_\_\_ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

\_\_\_\_\_ ("LGE")  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:



\_\_\_\_\_  
Name of Local Governmental Entity

*Blake Williams*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Harris County Department of Education

\_\_\_\_\_  
James Colbert, Jr.

\_\_\_\_\_  
County School Superintendent

\_\_\_\_\_  
Date

Type of Local Governmental Entity (*select one*):

- |   |   |
|---|---|
| <input type="checkbox"/> School District                  | <input type="checkbox"/> Charter School               |
| <input type="checkbox"/> County                           | <input checked="" type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College                      |
| <input type="checkbox"/> State Entity                     |   |
| <input type="checkbox"/> Governmental entity/other: _____ |   |

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Cowlitz County**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Cowlitz County, a local governmental entity and/or political subdivision ("LGE"), located in Kelso (*city*), WA (*state*), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Cowlitz County ("LGE")  
Attn: Ashley Claussen - Purchasing Services  
Title: Buyer  
Address: 1600 13th Avenue S  
City, State, Zip: Kelso, WA 98626  
Phone: 360-577-3030 ext. 6856  
Email: [claussena@cowlitzwa.gov](mailto:claussena@cowlitzwa.gov)

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Cowlitz County

Harris County Department of Education

Name of Local Governmental Entity

Arne Mortensen  
Authorized Signature

~~Richard R. Dahl~~

Arne Mortensen

Printed Name:

Vice Chairman  
Chairman, Board of County Commissioners for Cowlitz County

Title

8/1/23  
Date

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- ☐ School District      ☐ Charter School  
☒ County      ☐ City/Municipality  
☐ University      ☐ College  
☐ State Entity  
☐ Governmental entity/other: \_\_\_\_\_

ATTEST:

Kelly L. Dinkowski  
CLERK OF THE BOARD

DATE:

8/1/23



**Interlocal Agreement**  
**between Harris County Department of Education**  
**& DETROIT ISD**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and DETROIT ISD, a local governmental entity and/or political subdivision (“LGE”), located in DETROIT (city), TEXAS (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.



10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

DETROIT ISD ("LGE")  
Attn: DAVID WILLIAMS  
Title: TECHNOLOGY DIRECTOR  
Address: 110 E GARNER ST  
City, State, Zip: DETROIT, TEXAS 75436  
Phone: 903-674-3900  
Email: DWILLIAMS@DETROITEAGLES.NET

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Detroit ISD  
Name of Local Governmental Entity

Henry A. Sharp  
Authorized Signature

Henry A. Sharp  
Printed Name

Superintendent  
Title

7-25-23  
Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- ☒ School District      ☐ Charter School  
☐ County      ☐ City/Municipality  
☐ University      ☐ College  
☐ State Entity  
☐ Governmental entity/other: \_\_\_\_\_

**Interlocal Contract - Interstate**  
**Between Harris County Department of Education**  
**& Duanesburg Central School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the Duanesburg Central School District ("Entity"), located in Delanson, NY, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE:**
    - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
    - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
  - B. **Entity:**
    - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
    - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
    - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
  5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
  6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
  7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
  8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: James Colbert, Jr.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 Phone: 713-694-6300

Entity: Duanesburg Central School District  
 Attn: Jeffrey Rivenburg  
 Title: Assistant Superintendent of Management Services  
 Address: 133 School Drive  
 City, State, Zip: Delanson, NY 12053  
 Phone: 518-895-2279  
 Email: jriverburg@duanesburg.org

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice;
  - By either party by giving thirty (30) days written notice to the other party; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

Duanesburg Central School District

Entity Name

Signature

Jeffrey Rivenburg

Printed Name

Assistant Superintendent of Management Services

Title

Date

7/6/2023

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date: \_\_\_\_\_

# Interlocal Agreement

## between Harris County Department of Education

### & IDEA Greater Cincinnati Inc

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and IDEA Greater Cincinnati Inc, a local governmental entity and/or political subdivision (“LGE”), located in Cincinnati (city), OH (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

### Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

### General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.



10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

IDEA Greater Cincinnati Inc \_\_\_\_\_ ("LGE")  
Attn: Jose Perez  
Title: Director of Procurement  
Address: 2115 W Pike Blvd  
City, State, Zip: Weslaco, TX 78596  
Phone: 956-355-1316  
Email: jose.perez3@ideapublicschools.org

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

## IDEA Greater Cincinnati Inc

Name of Local Governmental Entity

DocuSigned by:

*Jennifer White*

13C19033D555495...  
Authorized Signature

**Jennifer White**

Printed Name

Director, Board Relations & Governance

Title

7/26/2023

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- |   |  |
|---|--|
| <input type="checkbox"/> School District                  | <input checked="" type="checkbox"/> Charter School |
| <input type="checkbox"/> County                           | <input type="checkbox"/> City/Municipality         |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College                   |
| <input type="checkbox"/> State Entity                     |  |
| <input type="checkbox"/> Governmental entity/other: _____ |  |

**Interlocal Contract - Interstate**  
**Between Harris County Department of Education**  
**& Maury County Public Schools**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the Maury County Public Schools ("Entity"), located in Columbia, TN, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE:**
    - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
    - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
  - B. **Entity:**
    - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
    - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
    - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
  5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
  6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
  7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
  8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: James Colbert, Jr.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 Phone: 713-694-6300

Entity: Maury County Public Schools  
 Attn: Lisa Ventura  
 Title: MCPS Superintendent  
 Address: 501 W. 8th Street  
 City, State, Zip: Columbia, TN 38401  
 Phone: (931) 388-8403 Ext. 8128  
 Email: lventura@mauryk12.org

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice;
  - By either party by giving thirty (30) days written notice to the other party; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

**Maury County Public Schools**

DocuSigned by:  
Entity Name

*Michael Fulbright*

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Signature

**Michael Fulbright**

Printed Name

**Chairman of the Board**

Title

*08/03/2023*

Date Signed by:

*Pattie Farris*

7E469B37E2654F1...

Signature

**Pattie Farris**

Printed Name

**Purchasing Agent**

Title

*08/03/2023*

Date

Interlocal Contract – Interstate

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date: \_\_\_\_\_



**Participation Agreement  
between Harris County Department of Education  
& North Texas Food Bank**

This Participation Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and North Texas Foods Bank, a non-profit corporation (“Non-Profit”), located in Plano, Texas, for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE’s cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon Non-Profit’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **Non-Profit agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in Non-Profit’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.

Non-Profit agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by Non-Profit. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

7. Invoices. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.

9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.



10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and Non-Profit or between Non-Profit and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, Non-Profit shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Certificate of Interested Parties. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.
14. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
15. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

North Texas Food Bank  
Attn: Director of Procurement & Contracts  
3677 Mapleshade Ln  
Plano, TX 75075  
214-330-1396

16. Relation of Parties. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Non-Profit or HCDE and any of Non-Profit's representatives.

17. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
18. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
22. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
23. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. Term above:

NORTH TEXAS FOOD BANK  
Name of Non-Profit Organization

Harris County Department of Education

[Signature]  
Authorized Signature

\_\_\_\_\_

BILL GARZA  
Printed Name

James Colbert, Jr.

CFD  
Title

County School Superintendent

07 / 27 / 2023  
Date

\_\_\_\_\_

**Participation Agreement**  
**between Harris County Department of Education**  
**& \_\_\_\_\_ Pink Dreams Inc \_\_\_\_\_**

This Participation Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and \_\_\_\_\_ Pink Dreams Inc \_\_\_\_\_, a non-profit corporation (“Non-Profit”), located in \_\_\_\_\_ Dallas \_\_\_\_\_ (city), \_\_\_\_\_ Texas \_\_\_\_\_ (state), for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE’s cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. HCDE agrees to:**
    - Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon Non-Profit’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. Non-Profit agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in Non-Profit’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.

Non-Profit agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by Non-Profit. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and Non-Profit or between Non-Profit and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, Non-Profit shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Certificate of Interested Parties. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.
14. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
15. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Pink Dreams Inc(" Non-Profit")  
Attn: Toni Johnson  
Title: Executive Director  
Address: 475 E FM 1382 #4091  
City, State, Zip: Cedar Hill, Tx 75106  
Phone: 469-337-2739  
Email: info@pinkdreamsinc.org

16. Relation of Parties. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Non-Profit or HCDE and any of Non-Profit's representatives.

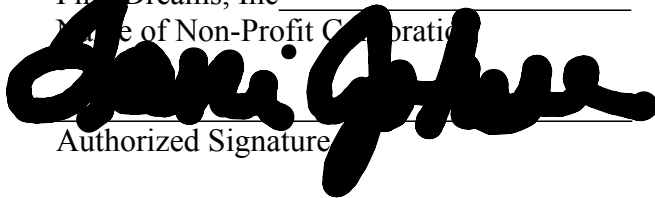
17. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
18. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
22. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
23. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. Term above:

Pink Dreams, Inc. \_\_\_\_\_  
Name of Non-Profit Corporation

Harris County Department of Education

  
Authorized Signature

Toni Johnson.  
Printed Name

James Colbert, Jr.

Executive Director  
Title

County School Superintendent

08/16/2023  
Date

\_\_\_\_\_  
Date



# Interlocal Agreement

## between Harris County Department of Education

& ResponsiveEd Texas

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and ResponsiveEd Texas, a local governmental entity and/or political subdivision (“LGE”), located in Lewisville, Texas, for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

### Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

### General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

ResponsiveEd Texas \_\_\_\_\_ ("LGE")  
Attn: Penny Morgan  
Title: Purchasing Specialist  
Address: PO Box 292730  
City, State, Zip: Lewisville, TX 75029  
Phone: 972-316-3663  
Email: pmorgan@responsiveedtx.com

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

ResponsiveEd Texas

Name of Local Governmental Entity

Harris County Department of Education

DocuSigned by:  
*Robert Davison*

09C428A2C6B54A2  
Authorized Signature

Robert Davison

Printed Name

James Colbert, Jr.

Chief Operating Officer

County School Superintendent

Title

Date 8/16/2023

Date

Type of Local Governmental Entity (*select one*):

- ☐ School District      ☒ Charter School
- ☐ County      ☐ City/Municipality
- ☐ University      ☐ College
- ☐ State Entity
- ☐ Governmental entity/other: \_\_\_\_\_

DocuSigned by:  
*Lindsey Gordon*

8/16/2023

1A4F1CB1CE254C1  
Approved as to Form

Lindsey Gordon

General Counsel

ResponsiveEd Texas

**Participation Agreement**  
**between Harris County Department of Education**  
**& William Marsh Rice University**

This Participation Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and William Marsh Rice University, a non-profit corporation (“Non-Profit”), located in Houston (city), Texas (state), for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE’s cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon Non-Profit’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **Non-Profit agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in Non-Profit’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.

Non-Profit agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by Non-Profit. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and Non-Profit or between Non-Profit and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, Non-Profit shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Certificate of Interested Parties. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.

14. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

15. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

William Marsh Rice University ("Non-Profit")  
Attn: Roshonda Baugh  
Title: Procurement Specialist II  
Address: 6100 Main Street  
City, State, Zip: Houston, TX 77005  
Phone: 713-348-4979  
Email: rb103@rice.edu

16. Relation of Parties. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this



Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Non-Profit or HCDE and any of Non-Profit's representatives.

17. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
18. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
22. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
23. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. Term above:

William Marsh Rice University  
Name of Non-Profit Corporation

Harris County Department of Education

Roshonda Baugh  
Authorized Signature

\_\_\_\_\_

Roshonda Baugh  
Printed Name

James Colbert, Jr.

Procurement Specialist II  
Title

County School Superintendent

8/18/2023  
Date

\_\_\_\_\_

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Rio Hondo ISD**

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Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Rio Hondo ISD \_\_\_\_\_, a local governmental entity and/or political subdivision (“LGE”), located in Rio Hondo \_\_\_\_\_ (city), TX \_\_\_\_\_ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Rio Hondo ISD ("LGE")  
Attn: Raul J. Trevino  
Title: Superintendent  
Address: 215 W. Colorado St.  
City, State, Zip: Rio Hondo ISD  
Phone: 956-748-1000  
Email: Raul.Trevino@rhisd.net

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

# Rio Hondo ISD

Name of Local Governmental Entity

*Raul J. Trevino*

Authorized Signature

**Raul J. Trevino**

Printed Name

**Superintendent**

Title

**06/13/2023**

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> School District       | <input type="checkbox"/> Charter School    |
| <input type="checkbox"/> County                           | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College           |
| <input type="checkbox"/> State Entity                     |  |
| <input type="checkbox"/> Governmental entity/other: _____ |  |

## Interlocal Agreement between Harris County Department of Education & The University of Texas Rio Grande Valley

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and The University of Texas Rio Grande Valley, a local governmental entity and/or political subdivision (“LGE”), located in Edinburg (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

### Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

### General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.



- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
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9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

The University of Texas Rio Grande Valley ("LGE")  
Attn: Michael Mueller  
Title: EVP for Finance & Business Affairs and Chief Financial Officer  
Address: 1201 W University Dr.  
City, State, Zip: Edinburg, Texas, 78539  
Phone: 956-665-4061  
Email: evpfa@utrgv.edu


15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

The University of Texas Rio Grande Valley

Name of Local Governmental Entity

DocuSigned by:  
  
09/77DE96C799845D

Authorized Signature

**Michael Mueller**

Printed Name

EVP for Finance & Business Affairs & CFO

Title

7/21/2023

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- |   |  |
|---|--|
| <input type="checkbox"/> School District                  | <input type="checkbox"/> Charter School    |
| <input type="checkbox"/> County                           | <input type="checkbox"/> City/Municipality |
| <input checked="" type="checkbox"/> University            | <input type="checkbox"/> College           |
| <input checked="" type="checkbox"/> State Entity          |  |
| <input type="checkbox"/> Governmental entity/other: _____ |  |

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& \_\_\_\_\_**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and \_\_\_\_\_, a local governmental entity and/or political subdivision (“LGE”), located in \_\_\_\_\_ (city), \_\_\_\_\_ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

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  - B. LGE agrees to:**
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  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
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- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

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12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

\_\_\_\_\_ ("LGE")  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:



\_\_\_\_\_  
Name of Local Governmental Entity

*Dr. Diane N. De Hoyos*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Harris County Department of Education

\_\_\_\_\_  
James Colbert, Jr.

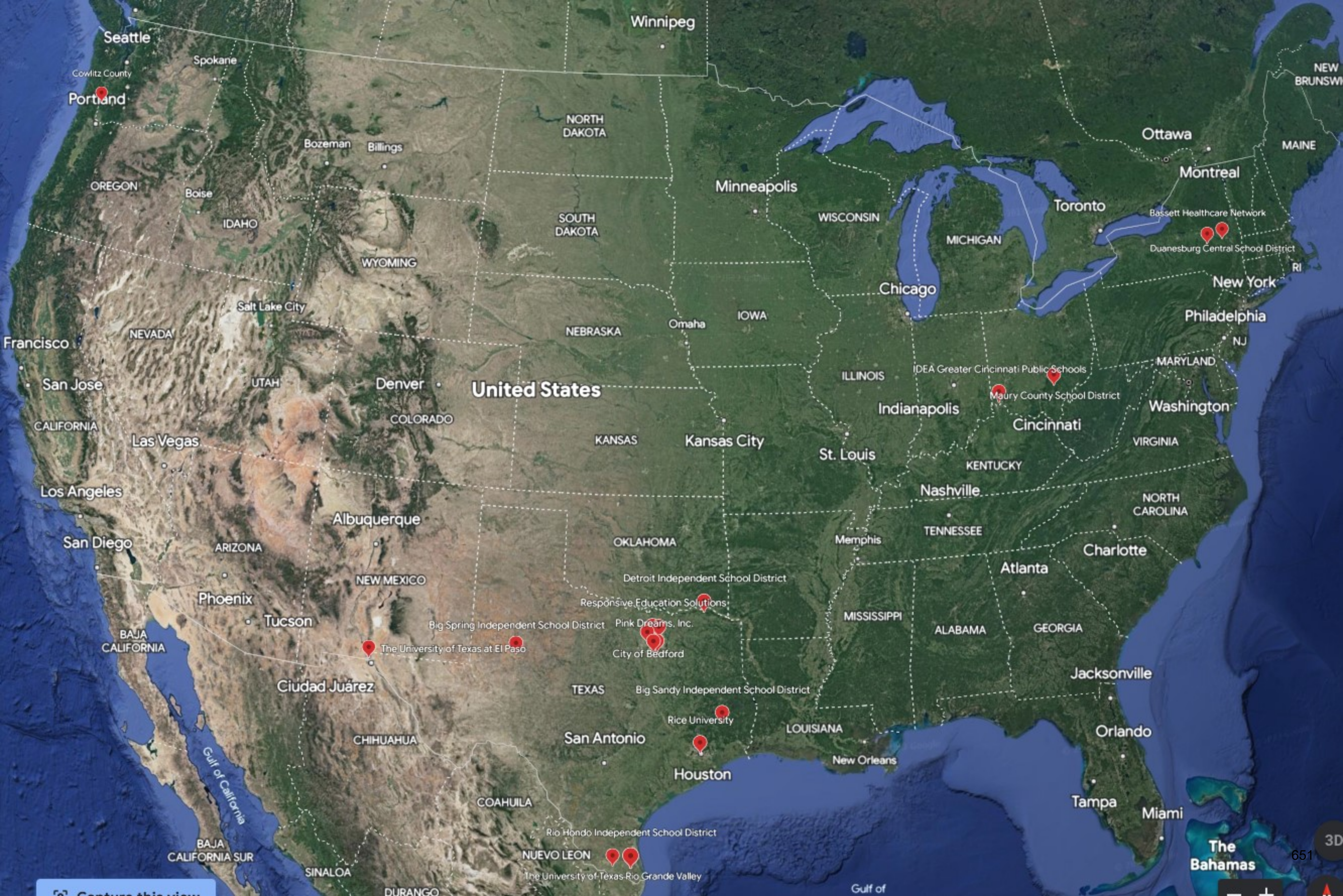
\_\_\_\_\_  
County School Superintendent

\_\_\_\_\_  
Date

Type of Local Governmental Entity (*select one*):

- |   |  |
|---|--|
| <input type="checkbox"/> School District                  | <input type="checkbox"/> Charter School    |
| <input type="checkbox"/> County                           | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College           |
| <input type="checkbox"/> State Entity                     |  |
| <input type="checkbox"/> Governmental entity/other: _____ |  |







**Regular Board Meeting****7. F. 1.****Meeting Date:** September 20, 2023**Title:** Renewal option for job no. 21/0671A for Property and Casualty Insurance**Submitted For:** Edna Johnson, Purchasing**Submitted By:** Deisy Rubio**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Richard Vela, Dr. Jesus Amezcua, Dr. Edna E. Johnson, Deisy Rubio**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:**

**Approval of (renewal) insurance premium for Property and Casualty Insurance with the following vendor:** McGriff, Seibels & Williams of Texas, Inc. (RFP #21/0671A) for a total premium amount of \$1,162,958 for the period of 10/01/2023 through 10/01/2024.

**Subject:**

Property and Casualty Insurance

**Rationale:****Coverage Estimated - FY24 Premium**

Contract is in accordance with Texas Education Code 44.031.

Property/Windstorm/Boiler &amp; Machinery \$1,057,382

Automobile \$36,183

General Liability \$16,478

Crime \$3,784

Cyber \$8,144

School Professional Liability \$40,987

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**Fiscal Impact****Attachments**

HCDE P&amp;C Renewal

Statement of Values FY24

Coverage Comparison FY 23-24

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**Form Review****Inbox**

Purchasing (Originator)

Purchasing Director

Assistant Superintendent - Business

**Reviewed By**

Deisy Rubio

Edna Johnson

Jesus Amezcua

**Date**

09/07/2023 02:03 PM

09/07/2023 02:10 PM

09/07/2023 02:21 PM



**HARRIS COUNTY  
DEPARTMENT OF EDUCATION**

**Property & Casualty Insurance  
Renewal**

**October 1, 2023 to October 1, 2024**

**McGriff Insurance Services, LLC**  
10100 Katy Freeway, Suite 400 • Houston, Texas 77043  
(800) 877-1449 • (713) 877-8975  
[www.mcgriff.com](http://www.mcgriff.com)



## Table of Contents

<b>Section 1</b>	Property / Windstorm / Boiler & Machinery
<b>Section 2</b>	Automobile Liability & Physical Damage
<b>Section 3</b>	General Liability
<b>Section 4</b>	Cyber Liability
<b>Section 5</b>	Crime
<b>Section 6</b>	School Professional Liability
<b>Section 7</b>	Premium Summary



Property / Windstorm / Boiler & Machinery / Terrorism	
<b>10/1/23 to 10/1/24</b>	
\$151,810,623 Total Insured Values	
SUB-LIMITS	
<b>\$50,000,000</b>	Loss Limit Per Occurrence
\$15,000,000	Wind & Hail Damage
\$10,000,000	Flood, Flood Zone X (Aggregate Limit)
\$5,000,000	Flood Zones Shaded B/X500/Shaded X (Aggregate Limit)
\$2,500,000	Flood Zones A & V (Aggregate Limit)
\$25,000,000	Earth Movement
\$1,000,000	Extra Expense/Expediting Expenses
\$1,000,000	Business Income (Incl. in TIV)
\$1,000,000	Newly Acquired (60 Days Reporting)
\$500,000	Electronic Data & Media
\$1,000,000	Service Interruption PD Only, T&D lines only covered 1,000 feet from insured's premises
25% of Loss or \$5,000,000	Debris Removal
\$1,000,000	Valuable Papers
\$1,000,000	Accounts Receivable
\$100,000	Pollutant Clean up (Annual Aggregate)
\$500,000	Transit
\$100,000,000	Equipment Breakdown/Boiler & Machinery
\$100,000,000	Terrorism
DEDUCTIBLES	
\$25,000 Per Occurrence except:	
NAMED STORM	
5% of Total Insurable Values per location, subject to a minimum of \$500,000 Per Occurrence	
Limit/Valuation is limited Per Schedule by Building	
\$100,000 Flood, Zones X. Excess of NFIP plus \$100,000 Flood, Zones A & V, B, X500, and X-Shaded	
1% of the Total Insurable Value per location, subject to a minimum of \$100,000 Per Occurrence All Other Wind/Hail	
\$100,000 Per Occurrence Earth Movement	
72 Hour Qualifying Period Service Interruption	
<b>Total Premium: \$1,057,382</b>	

Notes: Percent deductibles are Per Location/Per Occurrence

Terrorism Coverage is included

Actual Cash Value – Roof Coverings if originally installed or last fully replaced prior to 2011

Cosmetic Roof Damage Restriction Endorsement is added



AUTOMOBILE LIABILITY & PHYSICAL DAMAGE		
TPS		
10/01/23-10/01/24		
LIMITS OF LIABILITY:	\$1,000,000	Bodily Injury & Property Damage – Combined Single Limit (Any Auto)
	\$30,000	Hired Car Physical Damage Limit
DEDUCTIBLES:	\$1,000	Comprehensive Deductible
	\$1,000	Collision Deductible
	\$2,500	Liability Deductible
PREMIUM:	<b>\$20,387</b>	Liability
	<b>\$15,786</b>	Physical Damage
	<b>\$36,183</b>	<b>Total</b>



GENERAL LIABILITY		
TPS		
10/01/23-10/01/24		
LIMITS OF LIABILITY:	\$2,000,000	General Aggregate
	\$2,000,000	Prod / Co Ops Agg.
	\$1,000,000	Each Occurrence
	\$1,000,000	Personal / Advert. Inj.
	\$100,000	Damage to Rented Premises
	\$5,000	Medical Payments
	Included	Employee Benefits Liability (EBL) Limit – Claims Made Form - \$1,000 Deductible
	Included	EBL – Aggregate Limit - \$1,000 Deductible
DEDUCTIBLES:	\$5,000 Per Occurrence \$1,000 Employee Benefits	
PREMIUM:	\$16,478	





## Cyber Liability

### Policy Period:

10/1/23 to 10/1/24

LIMITS	TPS
\$1,000,000 Cyber Incident Response Fund Limit - Aggregate	Yes
\$1,000,000 Business Interruption Loss & Extra Expenses Limit	Yes
\$1,000,000 Contingent Business Interruption Loss & Extra Expenses Limit	Yes
\$1,000,000 Digital Data Recovery Limit	Yes
\$1,000,000 Extortion Threat Limit	Yes
\$1,000,000 Cyber, Privacy & Network Security Liability Limit	Yes
\$100,000 Cyber Crime (Social Engineering)	Yes
\$25,000 Deductible Per Claim	Yes
Notice Credit Monitoring, Forensics Investigations and Public Relations Included?	Yes
Claims Made Form	Yes
PCI-DSS Assessment Coverage Endorsement – Sublimit	Yes
Control Group Definition Amendatory Endorsement (Amending List of Officers; Non-Administrative Personnel)	Yes
Economic Sanctions Endorsement	Yes
E-Discovery Consultant Services Coverage Endorsement	Yes
Criminal Reward Coverage Extension	Yes
Amended Notice of Cancellation to <b>90</b> Days; Nonpayment Remains at <b>10</b> Days	60 Days NOC
Notice of Claim Provision Amendatory Endorsement (Sixty-Day Post Policy Reporting Period)	Yes
Choice of Panel Counsel Endorsement	No
Cyber Terrorism Included	Silent
Confidential Information to Include Third Party Company Data	Yes
No Encryption Exclusion	Yes
Data Restoration to be included in the definition of a loss	Yes
<b>ESTIMATED ANNUAL PREMIUM:</b>	<b>\$8,144</b>
<b>CARRIER:</b>	TPS
<b>A.M. BEST RATING:</b>	Not Rated



CRIME		
TPS		
10/01/23-10/01/24		
LIMITS OF LIABILITY:	\$100,000	Employee Dishonesty
	\$100,000	Forgery & Alteration
	\$100,000 Inside \$100,000 Outside	Theft, Disappearance & Destruction
	\$100,000	Computer Fraud (Social Engineering)
	\$50,000	Money Order & Counterfeit Currency
DEDUCTIBLE:	\$5,000	Deductible
PREMIUM:	\$3,784	

\$1,000 Deductible applies to Money Order & Counterfeit Currency



SCHOOL PROFESSIONAL LIABILITY	
TPS	
10/01/23-10/01/24	
LIMITS OF LIABILITY:	\$3,000,000 Each Claim \$3,000,000 Annual Aggregate
POLICY FORM:	Claims Made
TERMS & CONDITIONS:	• Employment Practices Liability Coverage Included
	• Non-Monetary Suit Defense Endorsement Excluded
	• Sexual Misconduct is Included
	• Defense Outside the Limits
	• Student to Student Sexual Abuse - Excluded
	• Full Prior Acts – except known or reported incidents
	• Administrative Hearings Included - \$5,000 per Occurrence / \$15,000 Annual Aggregate – Defense Only Provided
	• Punitive Damages Excluded
	• Corporal Punishment Included
	• Desegregation – Excluded
	• Breach of Contract – Employment Contracts Only
	• Breach of Fiduciary Duty Excluded
	• Cyber Included in General Liability
DEFENSE COST COVERAGE:	<b>TPS will defend a Suit alleging any of the Excluded Conduct and Wrongful Act(s) not otherwise excluded until there is a judgment against or final adjudication against the insured.</b>
	<b>IEP Hearing</b> means a due process hearing: (1) conducted by an impartial officer; (2) arranged at the request of a parent(s) or guardian(s); and (3) regarding an <b>IEP</b> .
	<b>IEP</b> means an individual education plan to address the special educational needs of a student with disabilities that is developed by the: (1) <b>School Entity</b> ; and (2) parent(s) or guardian(s) of a student - \$5,000 per Occurrence / \$15,000 Annual Aggregate
DEDUCTIBLE:	\$50,000 Per Occurrence
PREMIUM:	<b>\$40,987</b>

*This document provides a summary of the renewal terms, and does not change or amend the actual insurance policy language or intent.*



Premium Summary	
Coverage	AmRisc/TPS Renewal 10/01/23-10/01/24
Property / Windstorm / Boiler & Machinery	\$1,057,382
Automobile	\$36,183
General Liability – Including Cyber Liability	\$24,622
Crime	\$3,784
School Professional Liability / Public Officials E&O / EPL	\$40,987
<b>Total</b>	<b>\$1,162,958</b>

Schedule of Values

First Named Insured: Harris County Department of Education  
Mailing Address: 6300 Irvington Blvd, Houston, TX 77022  
Policy Term: October 1, 2023 to October 1, 2024

Loc #	Bldg #	Location Name	Street Address	City	State Code	Zip Code	County	# of Bldgs	# of Stories	Orig Year Built	Building Value (\$)	Personal Property Value (\$)	EDP Value (\$)	Business Income Value (\$)	Total TIV	Gross Square Footage	Insurance to Value (ITV) Bldg Value \$/SqFt	Vacant (Yes or No)
1	1	Administration Bldg.	6300 Irvington Blvd.	Houston	TX	77022	Harris	1	2	1988	\$12,960,000	\$5,167,470	\$3,130,232	\$1,000,000	\$22,257,702	72,000	\$180	No
1	2	Parking Garage	6300 Irvington Blvd.	Houston	TX	77022	Harris	1	2	2002	\$7,700,000	\$0	\$0	Included	\$7,700,000	154,000	\$50	No
1	3	Conference Center	6300 Irvington Blvd.	Houston	TX	77022	Harris	1	2	2002	\$4,429,734	\$100,000	\$0	Included	\$4,529,734	20,994	\$211	
2	1	Science Building	805 Reid	Houston	TX	77022	Harris	1	1	2009	\$450,000	\$50,000	\$15,000	Included	\$515,000	2,430	\$185	No
3	1	Maint. Warehouse	3811 Caplin	Houston	TX	77026	Harris	1	1	1999	\$1,615,000	\$200,000	\$15,000	Included	\$1,830,000	17,000	\$95	No
4	1	Warehouse #1	6311 Irvington Blvd.	Houston	TX	77022	Harris	1	1	1988	\$0	\$0	\$0	\$0	\$0	3,600	\$0	No
4	2	Copy Shop	6311 Irvington Blvd.	Houston	TX	77022	Harris	1	1 and 2	1998	\$0	\$0	\$0	\$0	\$0	2,400	\$0	No
5	1	Adult Education	101 S. Whiting	Baytown	TX	77520	Harris	1	1	1971	\$0	\$30,000	\$20,000	Included	\$50,000	6,000	N/A	No
6	1	Post Oak Bldg.	6005 Westview	Houston	TX	77055	Harris	1	2	1995	\$44,513,690	\$5,000,000	\$81,000	Included	\$49,594,690	342,413	\$130	No
7	1	Highpoint East	8003 E. Beltway #3, North	Houston	TX	77049	Harris	1	1	1998	\$0	\$0	\$0	\$0	\$0	8,699	\$0	No
7	3	Highpoint East	8003 E. Beltway North	Houston	TX	77049	Harris	1	1	2009	\$5,000,000	\$1,600,000	\$200,000	Included	\$6,800,000	27,280	\$183	No
8	1	Highpoint North	11902 Spears Road	Houston	TX	77067	Harris	1	1	1997	\$2,435,800	\$654,692	\$159,213	Included	\$3,249,705	24,358	\$100	No
9	1	ABC East	7703 South Loop E.	Houston	TX	77012	Harris	1	2	1970	\$7,050,000	\$1,526,817	\$220,000	Included	\$8,796,817	47,000	\$150	No
10	1	ABC West	7800 Westglen	Houston	TX	77063	Harris	1	1	1980	\$2,698,080	\$0	\$0	Included	\$2,698,080	22,484	\$120	No
11	1	Barrett Station	808 1/2 Magonlia Ave	Crosby	TX	77532	Harris	1	1	2002	\$319,200	\$97,000	\$17,557	Included	\$433,757	2,660	\$120	No
12	1	Channelview H.S.	16102 Ridlon	Channelview	TX	77530	Harris	1	1		\$0	\$150,000	\$15,000	Included	\$165,000	8,417	N/A	No
13	1	Compton H.S.	9720 Spaulding	Houston	TX	77016	Harris	1	2	2008	\$0	\$91,000	\$12,200	Included	\$103,200	7,681	N/A	No
14	1	Fifth Ward H.S.	4014 Market	Houston	TX	77020	Harris	1	1		\$0	\$74,660	\$10,000	Included	\$84,660	5,100	N/A	No
15	1	La Porte	927 S. 1st Street	La Porte	TX	77571	Harris	1	1	1999	\$576,000	\$91,826	\$10,000	Included	\$677,826	5,760	\$100	No
16	1	Pugh Center	1042 Henke Street	Houston	TX	77020	Harris	1	1	1952	\$0	\$143,747	\$10,000	Included	\$153,747	2,600	N/A	No
17	1	San Jacinto	5800 Uvalde Road	Houston	TX	77049	Harris	1	2		\$0	\$75,000	\$10,000	Included	\$85,000	1,000	N/A	No
18	1	Sheffield	14300 Wallisville Road	Houston	TX	77049	Harris	1	1	2014	\$0	\$150,000	\$15,000	Included	\$165,000	11,590	\$0	No
19	1	Tidwell Head Start	8302 John Ralston Rd.	Houston	TX	77044	Harris	1	1	2003	\$0	\$505,000	\$5,000	Included	\$510,000	7,660	N/A	No
20	1	J. D. Walker	7613A Wade Road	Baytown	TX	77521	Harris	1	1		\$0	\$85,000	\$12,000	Included	\$97,000	5,600	N/A	No
21	1	Dogan	4202 Liberty Road	Houston	TX	77026	Harris	1	1	2013	\$0	\$65,000	\$0	Included	\$65,000	4,200	N/A	No
22	1	Humble H.S.	130 Atascocita Road	Humble	TX	77396	Harris	1	1	2014	\$131,000	\$84,000	\$10,000	Included	\$225,000	1,310	\$100	No
23	1	Warehouse	709 Melborne	Houston	TX	77022	Harris	1	1	2005	\$300,000	\$10,000	\$0	Included	\$310,000	2,400	\$125	No
24	1	Fonwood	9709 Mesa Drive	Houston	TX	77078	Harris	1	1	1964	\$0	\$52,000	\$0	Included	\$52,000	5,000	N/A	No
25	1	Baytown Early Head Start/Office	317 Massey Tomkins	Baytown	TX	77520	Harris	1	1	2019	\$0	\$550,000	\$10,000	Included	\$560,000	8,980	N/A	No
26	1	ABS West	12772 Medfield	Houston	TX	77082	Harris	1	1	2020	\$10,000,000	\$633,000	\$0	Included	\$10,633,000	40,000	\$250	No
27	1	King Street Property	612 King Street	Houston	TX	77022	Harris	1	1	1940	\$0	\$0	\$0	Included	\$0	1,246	\$0	No
		Adult Education Bldg & Garage	6515 Irvington Blvd.	Houston	TX	77022	Harris	1	4	2023	\$15,000,000	\$1,500,000	\$0	Included	\$16,500,000	51,000	\$294	No
29	1	ABS East	7710 Office City Drive	Houston	TX	77012	Harris	1	1	2023	\$12,348,500	\$477,916	\$142,289	Included	\$12,968,705	43,000	\$287	No
30	1	Humble Early Start Buiding	130 Atascocita Road, Bldg. C	Humble	TX	77396	Harris	1	1	2014	\$1,000,000	\$40,000	\$0	Included	\$1,040,000	4,611		No
Totals											\$128,527,004	\$19,204,128	\$4,119,491	\$1,000,000	\$152,850,623			

Coverage	FY 22-23	FY 23-24
Property/Windstorm/Boiler & Machinery	\$582,896	\$1,057,382
Automobile	\$34,062	\$36,183
General Liability	\$22,840	\$16,478
Crime	\$3,784	\$3,784
Cyber	\$0	\$8,144
School Professional Liability	\$40,897	\$40,987
Total	\$684,479	\$1,162,958
Difference		\$478,479

## Regular Board Meeting

7. F. 2.

<b>Meeting Date:</b>	September 20, 2023		
<b>Title:</b>	Contract with McGriff for Property and Casualty Insurance		
<b>Submitted For:</b>	Edna Johnson, Purchasing	<b>Submitted By:</b>	Edna Johnson
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs 2. Deliver value responsibly
<b>Additional Resource Personnel:</b>	Rich Vela, Dr. Jesus Amezcua, Dr. Edna Johnson	<b>Facilities/Technology Approval Needed?:</b>	None

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### Information

#### Posted Agenda Item:

**Ratification to increase the allowable maximum contract amount for HCDE's property and casualty insurance policy with McGriff Seibels & Williams (RFP #21/0671A) by \$60,000 to add coverage for the new Adult Education Center and new ABS East campus.** The original policy amount of \$600,000 was approved under FY23 CH Local on 07/20/2022, for the term of 10/1/2022 to 09/30/2023.

#### Subject:

**Ratification to increase the allowable maximum contract amount for HCDE's property and casualty insurance policy with McGriff Seibels & Williams (21/0671A) by \$60,000 to add coverage for the new Adult Education Center and new ABS East campus.** The original policy amount of \$600,000 was approved under FY23 CH Local on July 20, 2022.

#### Rationale:

**Ratification to increase the allowable maximum contract amount for HCDE's property and casualty insurance policy with McGriff Seibels & Williams (21/0671A) by \$60,000 to add coverage for the new Adult Education Center and new ABS East campus.** The original policy amount of \$600,000 was approved under FY23 CH Local on July 20, 2022.

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### Fiscal Impact

### Attachments

McGriff

---

### Form Review

#### Inbox

Purchasing Director (Originator)  
Assistant Superintendent - Business  
Form Started By: Edna Johnson  
Final Approval Date: 09/05/2023

#### Reviewed By

Edna Johnson  
Jesus Amezcua

#### Date

09/01/2023 02:43 PM  
09/05/2023 06:58 PM  
Started On: 08/31/2023 10:03 AM



# McGriff

Remit to:  
P.O. Box 890635  
Charlotte, NC 28289-0635

F7  
LE 8/14/23

00000508824200-709HARRICOU26709000006953215000051544408

## ----- INVOICE -----

Harris County Dept. of Ed.  
Harris County Department of Education  
6300 Irvington Blvd.  
Houston, TX 77022-0000

Invoice Date 08/07/23  
Invoice No. 5088242  
Bill-To Code 709HARRICOU2  
Client Code 709HARRICOU2  
Inv Order No. 709\*6953215

Named Insured: Harris County Dept. of Ed.

Amount Remitted: \$

Please return this portion with your payment

Make checks payable to: McGriff Insurance Services LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
6/29/23 and 7/19/23	10/01/22	Company: Various	
	to	Policy No. Various	
	10/01/23	7-19-23 Adding Adult Ed at 6515 Irvington and ABS East at 7710 Office City	52,509.71
		6-29-23 Deleting High Point East	(1,386.06)
		7-19-23 Deletes Warehouse #1 and Copy Shop at 6311 Irvington	
		7-19-23 Deletes King Street at 612 King	
		Invoice Number: 5088242      Amount Due:	51,123.65
			AP RCD
			14 AUG 2023 14:26

Due upon Receipt or Effective Date, whichever is later | \*NEW\* Pay with Credit Card/ACH: <https://mcgriff.epaypolicy.com>



**Regular Board Meeting****7. F. 3.**

<b>Meeting Date:</b>	September 20, 2023		
<b>Title:</b>	Contract Award for RFP #23/046EJ Professional Web Design Services		
<b>Submitted For:</b>	Edna Johnson, Purchasing	<b>Submitted By:</b>	Edna Johnson
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs 2. Deliver value responsibly
<b>Additional Resource Personnel:</b>	Dr. Jesus Amezcua, Dr. Edna Johnson	<b>Facilities/Technology Approval Needed?:</b>	None

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**Information****Posted Agenda Item:**

**Approval of Contract Award (RFP #23/046EJ) Professional Web Design Services to the proposers offering the best value to HCDE Divisions and meeting the specifications outlined in the proposal:** Active Internet Technologies (Finalsite); Appddiction Studio; Infojini, Inc.; Outreach Strategists; Padrón & Co; and Spry Digital LLC for the period of 10/01/2023 through 09/30/2028.

**Subject:**

**Contract Award for RFP #23/046EJ Professional Web Design Services**

**Rationale:**

This RFP was advertised to acquire proposals from service providers qualified to provide Contracted Services in the areas of **Professional Web Design Services** for HCDE's Multiple Divisions. Invitations to propose were sent to 2,896 suppliers. HCDE received responses from sixteen (16) proposers. The following six (6) suppliers are being recommended for contract awards for the period 10/01/2023 through 09/30/2028:

- **Active Internet Technologies (Finalsite)**
- **Appddiction Studio**
- **Infojini, Inc.**
- **Outreach Strategists**
- **Padrón & Co**
- **Spry Digital LLC**

Contracts are in accordance with Texas Education Code 44.031.

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**Fiscal Impact****Attachments**

EC Form

Board Recommendation

## Evaluation Summary

### Participation Detail

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#### Inbox

Purchasing  
Purchasing Director (Originator)  
Assistant Superintendent - Business  
Form Started By: Edna Johnson  
Final Approval Date: 09/05/2023

#### Form Review

##### Reviewed By

Deisy Rubio  
Edna Johnson  
Jesus Amezcua

##### Date

09/05/2023 09:46 AM  
09/05/2023 04:51 PM  
09/05/2023 06:58 PM  
Started On: 09/01/2023 03:56 PM

**Harris County Department of Education  
Business Office /Purchasing Division**

**EC Form**

**Effectiveness and Compliance Review**

[This form is used to document due diligence by Buyer]

---

To: Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, Assistant Supt. for Business

From: Edna E. Johnson, Director of Procurement Services

Purchasing Dept: Edna E. Johnson, Director of Procurement Services

CSP # and Name: RFP #23/046EJ Professional Web Design Services

Board Meeting Date: September 20, 2023

Today's Date: September 05, 2023

**Procurement Requirements Applicable:**

Check One

☐ Under \$2,500 (Requires Division Director and Asst Supt. Approval)

☐ From \$2,500 to \$49,999 (Requires Buyer, Purchasing Director/CFO Approval)

☒ Over \$50,000 (per CH Local)

☐ Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the **conflict of interest requirements** for federal funds.

I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding **conflict of interest disclosures**.

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)

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**Harris County Department of Education**  
**Business Office /Purchasing Division**  
**Recommendation Form**  
**Effectiveness and Compliance Review**

[This form is used to document due diligence by Recommendation Committee]

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**To:** Procurement Services Division

**From:** Recommendation Committee:

- Inga Ash
- Jorge Garza
- Marcia Leiva
- Deisy Rubio

RFP #23/046EJ (Professional Web Design Services)

Board Meeting Date: September 20, 2023

Today's Date: September 05, 2023

**Procurement Requirements Applicable:**

Check One

- ☐ Under \$2,500 (Requires Division Director and Asst Supt. Approval)
- ☐ From \$2,500 to \$49,999 (Requires Buyer, Purchasing Director/CFO Approval)
- ☒ Over \$50,000 (per CH Local)
- ☐ Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

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I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

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I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the conflict of interest requirements for federal funds.

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I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

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**Justification:**

RFP #23/046EJ (Professional Web Design Services)

This RFP was advertised to acquire proposals from qualified service providers qualified to provide Contracted Services in the areas of **Professional Web Design Services** for HCDE's various Divisions. Invitations to propose were sent to 2,896 suppliers. HCDE received responses from sixteen (16) proposers.

The following six (6) suppliers are being recommended for RFP contract awards for the period 10/01/2023 through 09/30/2028:

- **Active Internet Technologies (Finalsite)**
- **Appddiction Studio**
- **Infojini, Inc.**
- **Outreach Strategists**
- **Padrón & Co**
- **Spry Digital LLC**

**RFP #23/046EJ (Professional Web Design Services)**

**Vendor Name:**

Active Internet Technologies (Finalsite)   Appdiction Studio   Apptegy, Inc.   CORE Business Technologies   Exemplifi LLC   GHD Services   Hounder LLC   Infojini, Inc.

Selection Criteria	Max Points	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded
1 Price	25	4	5	6	3	2	5	2	16
2 Reputation of Vendor and Vendor's goods and/or services	20	16	19	15	14	13	11	15	13
3 Quality of Vendor's goods and/or services	25	23	24	22	22	21	20	22	19
4 Extent to which the goods and/or services meet HCDE's needs	25	25	24	18	23	22	22	23	21
5 Vendor's past relationship with HCDE	5	2	5	2	1	1	1	1	1
6 Impact on the ability of HCDE to comply with laws and rules relating to HUBs	0								
7 Total long-term cost to HCDE to acquire Vendor's goods and/or services	0								
8 For a contract for goods and services, other than goods and services related to	0								
9 Other (Ability to allow other local government entities to piggy-back from this	0								
<b>Total</b>	100	70	77	63	63	59	59	63	70
		Recommend	Recommend						Recommend

**Vendor Name:**

MITSTRIKE LLC   Neumeric Technologies   Outreach Strategists   Padrón & Co   Radiant Creative Group, LLC   sophiads   Spry Digital LLC   sophiads

Selection Criteria	Max Points	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded
1 Price	25	3	2	25	17	3	3	20	1
2 Reputation of Vendor and Vendor's goods and/or services	20	5	12	12	12	15	11	15	10
3 Quality of Vendor's goods and/or services	25	17	22	21	21	22	18	23	21
4 Extent to which the goods and/or services meet HCDE's needs	25	17	22	24	23	21	19	23	20
5 Vendor's past relationship with HCDE	5	1	1	2	1	1	1	1	1
6 Impact on the ability of HCDE to comply with laws and rules relating to HUBs	0								
7 Total long-term cost to HCDE to acquire Vendor's goods and/or services	0								
8 For a contract for goods and services, other than goods and services related to	0								
9 Other (Ability to allow other local government entities to piggy-back from this	0								
<b>Total</b>	100	43	59	84	74	62	52	82	53
				Recommend	Recommend			Recommend	

### Participation Detail Report

Participant Name	Response Date	Response Status	Contact	City	State
Appddiction Studio (Appddiction Studio LLC)	08/08/2023	Submitted	Timothy Porter	San Anton	TX
Infojini, Inc.	08/08/2023	Submitted	Sandeep Harjani	Columbia	MD
Radiant Creative Group, LLC	08/08/2023	Submitted	Shankar Rachakonda	Vienna	VA
CORE Business Technologies	08/08/2023	Submitted	Cidalia DeSantis	East Provir	RI
GHD Services	08/08/2023	Submitted		Niagara Fe	NY
Outreach Strategists	08/08/2023	Submitted	Mustafa Tameez	Houston	TX
V3MAIN TECHNOLOGIES	08/08/2023	Submitted	Venkat Maddikayala	Katy	TX
Apptegy, Inc.	08/08/2023	Submitted		Little Rock	AR
Exemplifi LLC (Exemplifi LLC)	08/08/2023	Submitted	Purbasha Mondal	Palo Alto	CA
Padrón & Co (Padrón Design Studio LLC)	08/08/2023	Submitted	Gracie Padron	Houston	TX
Neumeric Technologies Corporation	08/07/2023	Submitted		Westerville	OH
SanJae Educational Resources, Inc.	08/07/2023	No Bid	Sandy Butler	Loxahatch	FL
Hounder LLC	08/07/2023	Submitted	Joshua Northcott	Redlands	CA
Active Internet Technologies (Finalsite)	08/07/2023	Submitted	John Doornbos	Glastonbu	CT
Preferred Technologies, LLC	08/04/2023	No Bid	Ingrid Schultz	Houston	TX
Spry Digital LLC	08/04/2023	Submitted	Posy Lou Henderson	St. Louis	MO
MITSTRIKE LLC	08/03/2023	Submitted	Emmanuel Osei	Cypress	TX
Trafera, LLC (Trafera Holdings, LLC)	08/03/2023	No Bid	Eric Ogden	Saint Paul	MN
BE GLAD LLC	08/02/2023	No Bid	Noshaba Afzal	San Jose	CA
sophiads	08/02/2023	Submitted		charlotte	NC
Dr. Mary E. White International, LLC	07/25/2023	No Bid		Houston	TX
Committee for Children	07/25/2023	No Bid	Kyra Rhoads	Seattle	WA
Ferrilli	07/25/2023	No Bid	Claire Cusin	Haddonfiel	NJ
Quality Security Systems (QSS, L.C.)	07/13/2023	No Bid	tonyac@qualitysecuri	Houston	TX
Meagan Copelin Global Management Consultants	07/11/2023	No Bid	Meagan T Copelin	Cypress	TX
Mastery Education (Peoples Education Inc.)	07/11/2023	No Bid		Saddle Br	NJ
Lead Your School (Blue Daisy Consulting, LLC)	07/11/2023	No Bid	Sean M. Cain	Midland	TX
M.E.N. (Mentoring, Educating & Nurturing) Incorporated (MEN Inc.)	07/10/2023	No Bid	Justin Bertrand-Pitts	Houston	TX
Vernier Software & Technology, LLC	06/30/2023	No Bid		Beaverton	OR
LightspeedTechnologies, Inc.	06/30/2023	No Bid		Tualatin	OR
Newsela (Newsela, Inc.)	06/30/2023	No Bid	Dody Gerick	New York	NY
Dorian Business Systems	06/30/2023	No Bid	Jenny Gipson	St. August	FL
3-C Technology, LLC	06/30/2023	No Bid	Cardell Wade	Lancaster	TX
ACCO Brands USA LLC (ACCO Brands Corporation)	06/30/2023	No Bid	GBC AR	Dallas	TX
@RISK Technologies			Lynette Brehm	Dallas	TX
1ST Academy Online Tutoring (The Children's Carousel Academy)				Desoto	TX
1st Class Educator			Locha Brooks	St. Louis	MO
1Touch Communications			Gabriel Rodriguez	Round Ro	TX
2 Inspire Peace			Nikisha Nicole Patton	Dallas	TX
2*2*4 Solutions Education Consulting Service			Sabrina McCullough	Red Oak	TX
2020 Exhibits			Victor Valdez	Houston	TX
22nd Century Technologies, Inc.				Somerset	NJ
23interactive				League Cit	TX
247 Security Inc.				Alpharetta	GA
2nd Watch			Jason Brannon	Seattle	WA
360Factor Consulting, LLC				Chicago	IL
365 Media (365 Media LLC)			RD Whitney	Portsmout	NH
365 Paving & Construction LLC			Gilberto Maldonado	Mission	TX
3Di, Inc.			Mihir Desai	Brea	CA
3i Cabling and Power Group (3i Cabling Systems, Inc)			Heidi Cottingham	Leander	TX
3i International (All Points Solution, Inc.)			Mark Elliott	Houston	TX
3M / MISD				AUSTIN	TX
3P Learning				New York	NY
3rd I Process FX			Lyric D Smith	Houston	TX
3Seventy Inc				Austin	TX
3T Federal Solutions, LLC				Austin	TX
4.0 GPA			Henry Keculah	Houston	TX
4kboards				Keller	TX
5G Solutions (Mahalakshmi Solutions LLC)				cypress	TX
6crickets Inc			Helen Wang	Bellevue	WA
6e Technologies			Apurva Panidhar	Denver	CO
806 Technologies, Inc.				Plano	TX
8554MyLogo.com (South Coast Promotions, Inc)			Tomi Campbell	Houston	TX
911 Security Cameras Inc				Frisco	TX
A & R Holdings, LLC			Ryan Ross	Jacksonvil	FL
A Better Day Foundation, LLC			Dreux Antoine	Houston	TX
A La Chateau Center INC.			Melbra Garvey	Houston	TX
A Yancy Life (Yancy Life Transition Center)			Sir Michael Tiggs	Houston	TX
A&M Executive Services LLC			Ashlee Harris	Dallas	GA
A. Piper and Associates			Annetra Piper, Ed. D.	Stafford	TX
A.A.B.S		Viewed		Groveland	FL
A1-4 Electronics, Inc.				Brooklyn	NY
AAA Painting				Houston	TX
AATD LLC				Pipe Creek	TX
Abacus Service Corporation				Farmingto	MI
ABC Promos & Gifts				Milan	IL
Abletek (Able Technologies, Inc.)				Crosby	TX
ABM SYSTEM (Recycling Surplus, Inc)			Mohammed A Lakhar	Houston	TX

Abrams Learning Trends (Abrams and Company Publishers, Inc)		Austin	TX
ABS (RJ Braniff Corporation)		Houston	TX
Abundance Educational Consulting, LLC	Lakeisha Hamilton	Humble	TX
AC Language School (Chavez & Associates)	Angeles Chavez	Sugar Land	TX
AC/DC Synergy Group	Dennis Thomas	Tomball	TX
ACA Compliance Services, Inc.		Rock Hill	SC
ACA GPS, LLC	Trish Moynihan	Cumming	GA
Academic Learning Company (Velazquez Press)	Jonathan Ruiz	El Monte	CA
Academy Global Learning	Angeles Chavez	Sugar Land	TX
Academy of Accelerated Learning (Academy of Accelerated Learning Inc.)	John May	Houston	TX
Accelerated Solutions LLC	Terri Cofer	Alexandria	VA
Access Data Supply, inc.	Viewed	Houston	TX
Access Sciences Corporation		Houston	TX
Accessdata		Houston	TX
Accretive Solutions (Accretive Solutions - Houston LP)		Houston	TX
Accudata Systems Inc		Houston	TX
Accutek Technologies, Inc.	Amy Drury	Houston	TX
Accuvant	Joseph Rocchi	Houston	TX
ACE Data Recovery (ACE Data Group, LLC)		Sugar Land	TX
Aceves Communications	Andrey Vasilyev	Dallas	TX
Achieve3000, Inc.	Jaime Mercado	Houston	TX
Acktinis, LLC	Erin Rush	Red Bank	NJ
ACP CreativIT LLC	Dunstan Christopher	Austin	TX
Acquia, inc	Kendra Smith	Buffalo Grove	IL
ACS Engineering & Safety	Brian Gagnon	BOSTON	MA
ACT, Inc	Elizabeth Jensen	Spring	TX
Actiontec Electronics		Iowa City	IA
Active Defender (Boyte Group, Inc)		Colorado Springs	CO
ACTIVE Network, LLC	Patty S Boyte	Carthage	NC
Acxiom Corporation	Kimberly Dubose	Dallas	TX
Adaptive Technology Systems (Marjan DuBois)		Downers Grove	IL
AdaptiveX (Test4Me LLC)		New Braunfels	TX
AdComp Systems, Inc.	Shayla Adams-Staffor	Glenarden	MD
Adele's Coaching and Consulting		Lewisville	TX
Adesuwa Omoruyi		Missouri City	TX
ADG General Contractor & Construction (Affiliated Development Group LLC)	Adesuwa Omoruyi	Houston	TX
ADI Global Distribution (Honeywell)		Richardson	TX
Adira LLC		Houston	TX
AdjuStar Services, Inc.	Kareem Dale	Savannah	TX
ADMORE BEHAVIORAL THERAPY	Abigail Wynne	Houston	TX
Adorama Inc.		Houston	TX
ADT Commercial LLC	Scott Wulforst	New York	NY
Adult Reading Center, Inc.		Boca Raton	FL
Advance Professional Consultants, LLC		Pearland	TX
Advanced Academics, Inc.		Houston	TX
Advanced Networks of Texas	Gary Crary	Oklahoma	OK
Advanced Toolware LLC (Tools4ever)		Katy	TX
Advancetech Systems (Advancetech Systems 2, Inc.)		Bonney Lake	WA
Advantage Imaging Supply Inc.	Terry Gomes	Houston	TX
Advantage office products		San Juan Capistrano	CA
Advantage Office Products, LLC		Houston	TX
Advantage Security Integration	Dennis George	Benbrook	TX
Adwebvertising, LLC (Nick Covanes)		Houston	TX
AE Touch Technologies, Inc.	Nick Covanes	Katy	TX
Aerial Focus	Brandon Crepelle	Morgan City	LA
Affiliated Communications, Inc		Dallas	TX
AFL Enterprise Services, Inc.		Houston	TX
AFS Security, LLC (Armor Fire & Sound)		Addison	TX
Agency Partner Interactive		Tomball	TX
Agile Designs and Services LLC	Adam Rizzieri	Addison	TX
Agile Mind, Inc.	Shenelle DuBose	Saint Louis	MO
AGiRepair, Inc.		Dallas	TX
AgreeYa Solutions, Inc.	Alaina Bilsky	Greensburg	PA
Agular Systems, Inc.		Folsom	CA
Aha Education, LLC	Paul Luibel	Austin	TX
AIAA Kids LLC		Huffman	TX
aINSIGHT (Applicant Insight dba aINSIGHT)		Houston	TX
AIO Integrations LLC	Teresa Papanicolaou	New Port Richey	FL
Aita Technologies (Aita Consulting Services, Inc.)	H. Kirby Atwood	Houston	TX
Aitium Inc	Richard Johnson	North Brunswick	NJ
Akamai Technologies, Inc.	Sandeep Varma	Austin	TX
Akitabox		Reston	VA
Alacrinet Consulting Services, Inc.	Luke Perkerwicz	Madison	WI
Alamo Music Center, Inc.		Palo Alto	CA
ALAMO PRISM COMMUNICATION, LLC		San Antonio	TX
Alarm Integrations, Inc		SAN ANTONIO	TX
Albert Johnson III, Inc.		Houston	TX
Albourn Translation Services (Albourn & Associates, LLC)	Albert Johnson III	Pearland	TX
Alchemy Systems, L.P.		Arlington	VA
Alegna Technologies, Inc.		Austin	TX
Alert Logic, Inc.	Angela Cabrera	Kennesaw	GA
		Houston	TX



Alertus (Alertus Technologies)		Beltsville	MD
ALICE Training Institute (ALICE Training Institute, LLC)	Zach Short	Medina	OH
AlienVault Inc		San Mateo	CA
Alinc Technologies, LLC		Austin	TX
Alive Studios, LLC		Dacula	GA
All About IT Inc	Cory Martin	Houston	TX
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	MICKEY ALIFF	IRVING	TX
All Educate Learning Resources	Lena Allison	Livingston	TX
All N All Supplies LLC	Reginald Braxton	Bloomfield	MI
All Pro Sound (AP Sound, Inc.)		Pensacola	FL
All Thing's Gourmet		Houston	TX
ALL VALLEY DRUG SCREENS	LAHOMA PEDERSON	Brownsville	TX
Alliance Financial Ministries, Inc.	Lonnie Mathews	Pearland	TX
Alliance Technology Group LLC		Houston	TX
Allied Security Links (Astatic technologies)		Austin	TX
Allovue	Megan Rainbow	Baltimore	MD
Alma (Alma Technologies Inc.)		Portland	OR
Alpha Co. Marketing & Media (Alpha Company Marketing & Media)	Juan Pablo Osorio	Sugar Land	TX
ALPHA Facilities Solutions	Kimberley Jones	San Antonio	TX
Alpha Omega Wireless, Inc.		Austin	TX
Alpha Sirius Inc.		Frisco	TX
Alpha9 Solutions, LLC	Aayush Patel	Maryville	TN
AlphaGraphics (Lukitas Inc.)	James Burciaga	Houston	TX
Alpheus Communications	Dan DeCastro	Houston	TX
Alpheus Data Services		Houston	TX
Alps Technolog Solutions		Plano	TX
Al-Raza Computing Services (Al-Razaq Computing Services)		Houston, TX	TX
ALS Systems (A-Access)		Houston	TX
ALTERING THE EDUCATION EXPECTATION LLC	Devon Horton	Evanston	IL
Althea Publishers (Althea Publishers, LLC)		San Antonio	TX
Amanda Holdsworth Communications	Dr. Amanda Holdsworth	South Lyon	MI
Amazon Web Services, Inc.		Seattle	WA
Ambonare, Inc.		Austin	TX
AMCAD (American Cadastre LLC)		Herndon	VA
Ameex Technologies Corporation		Schaumburg	IL
AMER Technology		San Antonio	TX
America Learns (America Learns, LLC)		Granada Hills	CA
AMERICAN EXCHANGE	Chris Tapley	Chattanooga	TN
American Fire Systems Inc.	JW Weston	HOUSTON	TX
American Robotics Academy (Animation Station Inc)	Daphney Kirby	Pattison	TX
American Traffic Solutions	David Jackson	Arlington	TX
American Vision Marketing LLC		Stafford	TX
Amparo Consulting & Design	Brett Rinaldo	Grand Junction	CO
ampiO Solutions (ampiO LLC)	Joseph Khalaf	Dallas	TX
Ample Computer Services Inc		Huntsville	TX
AMSYS Innovative Solutions LLC	Jeff Smith	Houston	TX
Amtek Consulting LLC	Satya Movva	Dallas	TX
Amtek Information Service, Inc.	Amtek Information Services	Seabrook	TX
AMX SchoolView		Helotes	TX
ANCO Insurance		Bryan	TX
Andrea Electronics (Andrea Direct Marketing)		Bohemia	NY
Anew Psychological Services, PLLC	Arlene Gordon-Hollingsworth	Houston	TX
AnLar, LLC	Emily Kelly	Arlington	VA
Ann Marie Harbour	Ann Marie Harbour	Richmond	TX
Annapurna Solutions LLC	Jan Naidu	Houston	TX
Another Chance Behavioral Consultants LLC	Rita Nelson	Houston	TX
Anthology Inc.	Rhonda Kilgore	Boca Raton	FL
AOS-USA		Houston	TX
Aparc Systems		Vancouver	BC Canada
Aperture Education	Lisa-Anne Williams	Fort Mill	SC
Apex Learning Inc.		Seattle	WA
APEX TELECOMMUNICATIONS SERVICES, INC.		HOUSTON	TX
Apogee		Austin	TX
Apollo Office Systems LLC	PAMELA FOLEY	Alvin	TX
APOLLO VIDEO TECHNOLOGY		WOODIN	WA
App Maisters Inc	Unsubmitted	Houston	TX
Application Link Incorporated		Columbus	OH
Applications Software Technology Corporation		Houston	TX
Approved Networks	Jason Peek	Westlake	CA
Approved Purchasing, LLC	Amanda Watson	Wylie	TX
Aprisa Technology LLC		Roslyn	NY
Aquila Alarm & Communications, LLC.		Houston	TX
Arbimed Inc	Edyta Nierwinska	Houston	TX
ARC Document Solutions	Shannon Hanson	Houston	TX
ARCBridge Consulting		Sterling	VA
Archangel Education + Technology (Archangel Tablets LLC)	Josh Weinberg	N Miami Beach	FL
Arciteq		The Woodlands	TX
Arctic Information Technology, Inc.	Rebecca Kinson	Anchorage	AK
Ardent Technologies Inc		Dayton	OH
ardurra group		houston	TX
Arey Jones Educational Solutions (Broadway Typewriter Company, Inc.)	Jacob Terzoli	San Diego	CA

Argument-Driven Inquiry	Krista Clark	Austin TX
Argus Talent		Houston TX
ARMI Consulting (Account Receivable Management, Inc.)		Orlando FL
Armor Gear	Adrienne Rowe	Missouri C TX
ARRAY	Ramiro Vidaurre	Bellaire TX
Arrow Enterprise Computing Solutions (Arrow ECS) (Arrow Electronics, Inc.)		Vienna VA
Arrow Micro Corp.		La Mirada CA
Arrow S3		Plano TX
Artius	Theophilus Tor	San Diego CA
Arts Alive! Inc (ARTS ALIVE!)	Wendy Haardt	Houston TX
As We Grow Learning Center		Houston TX
ASAP Business Services (Accurate Standards Available Professionals Busi	Aaron Jordan	Houston TX
ASAP Roofing (Koppel & Kozel, LLC)	Joseph Kozel	Tyler TX
ASAP SECURITY SERVICES (Shrink Stoppers, LLC)		Houston TX
ASC Direct Inc. (ASC Direct West Inc)		Marshfield MO
Ascend Education (KMB Of Shreveport, LLC)		Shreveport LA
Ascend Strategic Consulting		Honolulu HI
Ascendian Healthcare Consulting		Roseville CA
ASmart Consulting	Carolyn Washington	Houston TX
Aspell Services, Inc.	Patrick Aspell	SAN ANTONIO TX
Aspex Solutions (General ASP, Inc.)		Chicago IL
Aspire Works LLC	Jeff Shokrian	San Antonio TX
AspireHR	Winnie Chu	Dallas TX
Assad Khoury Group	ASSAD KHOURY	Cherry Hill NJ
Asset Panda		Frisco TX
AssetGenie, Inc. (AGiRepair and AGParts Education)		Greensburg PA
AssetWorks Inc.		San Antonio TX
Associated Time On Demand	Jordan Jorns	Dallas TX
Association for the Advancement of Mexican Americans	Marlen Cardona	Gulf Freew TX
AST Corporation (Applications Software Technology Corporation)		Naperville IL
Astound Business Solutions	Lori Meador	San Marco TX
Astrov & Associates	Steve Astrov	Frisco TX
AT&T Inc.		Bellaire TX
ATEC Communication		Tomball TX
Athena Scholastic, LLC	Heather Reingold	Vero Beach FL
Athletes Global Corporation	Jernavis Draughn	West Palm VA
Atkins Powerhouse Consulting LLC	Renika Atkins	Fort Worth TX
Atlantic Trading LLC (Todd)	Trent M Todd	Austin TX
Atmosphere Apps (US Biomedical Information Systems Inc)		Gainesville FL
Atomic Learning		Little Falls MN
Atron Solutions, LLC.	John Agathon	CYPRESS TX
ATSER (ATSER Systems, Inc.)		Houston TX
Atterro	Kathryn Dennis	Houston TX
ATViroTech Inc.	Alphanzo Townsend	Missouri C TX
ATW MGMT INC		Houston TX
ATX Learning		Austin TX
Audimation Services Inc		Houston TX
Audio Optical Systems of Austin		Austin TX
Audio Resource Group (Audio Resource Group, Inc)	Amanda Goodman	West Fargo ND
AUDIO VISUAL NETWORK (Brenda M. Currey)	BRENDA CURREY	CYPRESS TX
AUDIO VISUAL NETWORKING PLUS		SUGAR LA TX
Audio Visual Technologies Group, Inc.	Luis Gomez	Stafford TX
Augmentative Communication Consultants, Inc		Moon Town PA
August Schools, Inc	Peter Russell	New York NY
AUNINC TECHNOLOGY SOLUTIONS		SAN ANTONIO TX
Auspicious Labs Inc. (same)	Gregory P Drury	Houston TX
Austin Tele-Services		Austin TX
Australis Innovative Technology Asset Solutions	Angel Martinez	Houston TX
Authorable	Susie Harder	Clovis CA
Automated Financial Systems (Robert Beyer Enterprises LLC)	Bud Beyer	San Antonio TX
Avanade, Inc.	Chris Russo	Houston TX
Avatar Academic Inc.		Austin TX
Avaya (Avaya Inc)		Santa Clara CA
Avenue	Darla Berry	Houston TX
AVEX LLC		Houston TX
Avid Systems LLC		Fair Oaks TX
Avidex Industries LLC	Ron Ponce	Lake Forest CA
Avinext (The Personal Computer Store, inc)	Jonathan Reed	College St TX
AVI-SPL LLC	Samantha Somers	Tampa FL
Avistas (Avistas Business Engineering LLC)		Irving TX
AVSI Group LLC		Houston TX
AXELLIANT LLC	Asif Hudani	Torrance CA
Axero Solutions (Axero Holdings LLC)	MeLissa Gavarrette	New York NY
Axess USA Telecom, LLC		Houston TX
Axigent Technologies Group inc		Amarillo TX
Axiom Learning, Inc.		Clyde Hill WA
B & H Photo Video (B & H Foto & Electronics Corp.)	Sol Lebowitz	New York NY
B.E. Publishing		North King RI
B2G VICTORY (B2G Victory, LLC)	Julie Irvin Hartman	Tomball TX
BAAS Support Services, LLC	Brenda Ortiz	Corpus Ch TX
BadgeCert	Ginger Malin	Northbrook IL

Baiza and Associates Consulting LLC		Melinda Baiza	Leander TX
Baked With Confidence		Chiquitia Stueart	HOUSTON TX
Bara Infoware Inc.			Danville CA
Barbizon Light of Texas (Barbizon Lighting Company)			Carrollton TX
Baron Global Suppliers, Inc.		Kamelia Shahid	Houston TX
Barons' Inc.		Brandon Morris	Mobile AL
Barstone, Inc.		Simone Sander	San Anton TX
Basic Environmental Group, LLC		Anna Corral	Houston TX
Bass Computers, Inc.		Jim Campbell	Houston TX
Batts Communications			Abilene TX
BCA DX LABORATORY			Livingston TX
BCS Consulting			Humble TX
Beacon Systems, Inc	Unsubmitted	Marada M. Reddi	Coral Sprir FL
BEadCONTAGIOUS (Rorey Lawrence Jr)	Viewed		Houston TX
Bearing Fruit Early Childhood Training		JULIA DOUCH	HOUSTON TX
Bebop Books (Lee and Low Books Inc.)		John Man	New York NY
Because Houston Loves You			Houston TX
Bedden & Associates, LLC (Bedden)			Richmond VA
Bee Busy Wellness Center		Norman Mitchell	Houston TX
BEE Partners LLC		Nora L Garcia	Conroe TX
Beereaders Inc		Paz Mosqueira	AUSTIN TX
BEI Security (BEI Communications Inc)			Stafford TX
Bell and Smarts		Lynette Bell	Broken Arr OK
Bell Tech Career Institute, Inc.		Kikelomo Bello	Houston TX
BEM Solutions, LLC		Brandon E Martin	Kansas Cii MO
Ben DeSoto			Ogden UT
BenCheri Educational Center			Houston TX
Benchmark Internet Group (Polaris Software)		Jose Hernandez	Hungtingto CA
BenefitScape (Benefit Coordinators of America, LLC)		Emily Ingram	Natick MA
BENNETT MANAGEMENT SOLUTIONS LLC		DeLeon Bennett	Spring TX
Best Buy for Business (Best Buy Stores LP)		Ryan Gritz	Richfield MN
Best Datacom			Bethel Par PA
Best Lead Generation LLC		Khadijah Abdul-Hake	Conroe TX
Best Practice Associates, Inc.		Susan Niette	Houma LA
Bethany Webster		Bethany Webster	Houston TX
Beyond Controls Inc.		Greg Balentine	Houston TX
Beyond the Seat, LLC		Wialillian Howard	Houston TX
BEYOND20 (Creative Enterprise Solutions LLC)		Erika Flora	Tempe AZ
BG Technologies			Austin TX
BHT SOLUTIONS (BLUEBERRY HAWAII TECHNOLOGY SOLUTIONS LLC)		SHILPA NAGAR	CYPRESS TX
BIAS Corporation			Atlanta GA
Bibliolabs, LLC			Charleston SC
Bid Ops, Inc.			Dover DE
BidNet (International Database)			Latham NY
BidPrime			Austin TX
BidSync (RFP Depot)			American I TX
Big Bad Wolf Creative Group (The Edit House, Inc.)			Fort Worth TX
Big Hit Productions			Mesquite TX
Big Rock Educational Services		Matt Khirallah	Dallas TX
Bilingual Planet (Dolly Loaiza)		Timothy Strand	Dallas TX
Bill Sherer		Bill Sherer	Tomball TX
Billtrust			Englewoor CO
Binyod LLC		Khudoyor Ortikov	Sugar Lan TX
Birch Cline Technologies		Randy Guin	Waxahach TX
BIS Digital (Business Information Systems)			Ft Lauderdale FL
Bits Technical Corporation		Ping Wang	Houston TX
Biway Media (Biway Int'l Technology, Inc.)			Houston TX
BKD LLP			Houston TX
BKJ Global Management Consulting, LLC		Shanita Johnson	Houston TX
BKTB Group, Inc dba MC Austin		Monica Escamilla	Austin TX
Black Board International (901356 Ontario Limited)			Toronto ON Canada
Black Box Corporation			Lawrence PA
Black Lake Security, LLC		Jason Ausburn	Austin TX
Black Orchids PR (Chenadra Washington International, LLC)	Viewed	Chenadra Washington	Houston TX
Black Rock Technology Group		Jennifer Saccu	Bridgeport CT
BlackBeltHelp			Chicago IL
Blackboard (Blackboard Inc.)			Washington DC
Blackbridge Consulting Inc		Ryan Hopkins	Desoto TX
Blackstone Technology Group			Sacrament CA
BlackSwan CyberSecurity, LLC.		Christopher P Roach	Dallas TX
Blaylock Van, LLC		Gail Schaeffer	New York NY
Blaze Technical			Gustine CA
Blaze Technology, LLC		Heather Loop	Spring TX
BlazinBrook Preparatory School of The Artz		Patrick O. Brooks	Houston TX
BLEEK TECHNOLOGIES		KELVIN CHATMAN	Humble TX
BlendED Learning Consultants			Albemarle NC
Blocksi Inc.		Jeremiah Johnson	Palo Alto CA
BLTI Services, LLC		Jeff Butterworth BL T	Tomball TX
BLU PHIRE RESEARCH INSTITUTE INC		LORI GEE	HOUSTON TX
Blue City Studios		Scott Johnson	Wooster OH
Blue Collar Storage (Strategic Storage Solutions)			Allen TX

Blue Door Networks, LLC	Herndon	VA
Blue Duck Education - Mangahigh	London	United Kingdom
Blue Jarvis Media	Houston	TX
Blue Mogul Enterprise, LLC	Tracy Williams	Houston TX
Bluefish Worx		Magnolia TX
BlueNet Technologies, Inc.	LaDonna Martin	Dallas TX
BluGreen Pest Control	Chris Drymala	Wallis TX
BMA Technology	BreAna Anderson	Waco TX
BMC Software, Inc.		Houston TX
BMI Imaging Systems	BMI Imaging Systems	Sunnyvale CA
Boardworks Education (BK Interactive)		Brooklyn NY
BOLDplanning (BOLDplanning, inc)		Nashville TN
Bonfire Interactive Ltd.		Kitchener ON Canada
Boniuk Library, Holocaust Museum Houston	Joel Bangilan	Houston TX
BookerDezigns	Cornelius Booker	Richmond TX
BookNook Inc.		San Francisco CA
BookTixNow LLC.	Adrianna Allen	East Brunswick NJ
Boom Learning (Omega Labs Inc.)	Mary Oemig	Kirkland WA
Boundaryless Enterprises, LLC	Raenada Mason	Houston TX
Boxlight, Inc		Belfair WA
Bradlink LLC		Kingwood TX
Brahmarsk Corporation	Dr Sri Narayanaswami	Sugar Land TX
Brainchild (Brainchild Unlimited Inc.)	Joey Gamble	Naples FL
Brainfuse, Inc.		New York NY
BrainPOP		Austin TX
BrainStorm Advanced Learning Systems	ALONZO FLEMING	Mansfield TX
Branching Minds, Inc.	David Magier	New York NY
Brave The Elements (The Children's Carousel Academy)		Desoto TX
Braveheart for Women and Teens Awareness	Maher Hussein	Houston TX
BraveUp Consulting	Brittany Holloman	Garland TX
Bravo Imports & Distributing (Las Palomas Distributing)	Frank Leggio	The Wood TX
Bravo Zulu Security Solutions		Huntsville AL
Briar Patch	Tamikae Penson-Wills	Houston TX
Bridge to Leadership, LLC		Missouri C TX
BridgeCare Finance, Inc.	Jamison Herbert	Boulder CO
BridgeNet Communications, LLC		Donna TX
Bridgepoint Consulting, LLC		Austin TX
Bridger Systems LLC	Joshua Williamson	Humble TX
Bridging The Digital Divide	Johnny Molock	Houston TX
Bright Horizon		Granbury TX
Bright Thinker	Laura	Lewisville TX
BrightBytes		San Francisco CA
BrightBytes, Inc.	Lyn McCullen	San Francisco CA
Brighten Technologies LLC		Houston TX
Brilliant POS, LLC	Aaron Hershberger	Charlotte NC
Brivenca Builders (The Brito Group, LLC)	Edwin Brito	Houston TX
BroadBlast, Inc.		Delmar NY
Broadcast Technical Services, Inc.	Michael Hobart	Houston TX
Broadcore		Los Angeles CA
Broadmoor Consulting, LLC	Crystal Tschirgi	Roanoke TX
Broadridge Financial Solutions		Jersey City NJ
Bross Group, LLC	Kathleen Conner	Lakewood CO
Bsgg youth program - stop the violence (Salon 180 angels inc)	Marlana Vickers	Houston TX
BSI Technologies		Montgomery TX
BTek Holdings LLC		St Petersburg FL
BTI Solutions		Richardson TX
BTM SOLUTIONS LLC		The Wood TX
BTS Consulting (Business Trade and Services, inc.)		Doral FL
Budget Infographics LLC		San Marco TX
Building Optimization Technologies	Juan M Mitterhofer	Houston TX
Building Solutions	william dillard	dallas TX
Building Tech Team, LLC	Shane Best	Von Ormy TX
BUILDINGBLOCKS Marketing Solutions, LLC	Jason L. Hamilton	Spring TX
bulb Inc.	Aaron Sever	Lafayette CO
Bump Armor (Mohawk USA LLC)	Laurie Kilkenny	New Milford CT
Bureau of Education & Research	Ashley Clark	Bellevue WA
Burgeon IT Services LLC	Nanda Kishore Kuma	Wilmington DE
Burkett Business		Liberty Hill TX
Burlington English Inc.		Boca Raton FL
Burnett Staffing Specialists (The Burnett Companies Consolidated Inc.)		Houston TX
Business & Financial Management Solutions, LLC		Austin TX
BUSINESS 101 CONSULTANTS & TRAINERS		Houston TX
Business Continuity Consultants, LLC		Covington LA
Business Plan Solutions, LLC	Ndaba Mdhlongwa	Dallas TX
BuzzClan LLC	Manmeet Manace	Dallas TX
ByteSpeed LLC	Scott Bleth	MOOREHEAD MN
C Change Consulting		Houston TX
C SOLX LLC	Arsalan Khalid	Houston TX
C Three Business Consultants LLC	Amy Yan	St. Louis MO
C. Link Corporation		Pearland TX
C1S Group, Inc.	Dustin White	Dallas TX

Viewed

c2mtech (c2mtech marketing)		Carrollton	TX
cain & co llc		Concord	TX
Calence, LLC dba Insight Networking	Sheryl Milstein	Dallas	TX
Calidad Construction, LLC dba Valley Supplies and Services	Art Garza	McAllen	TX
Call One, Inc		CAPE CAN	FL
Callaway Solutions, LLC	Sussette Alexander	Houston	TX
Calloway House (DIG Family Business LLC.)	Dustin Knarr	Lancaster	PA
CALPAA Inc (CALPAA, Inc)		Seattle	WA
Cam Light Enterprise Inc.	Carl White	Conroe	TX
Cambay Consulting LLC		Katy	TX
Cambium Education, Inc.	Accounts Receivable	Chicago	IL
Cambridge Computer Services, Inc		Waltham	MA
Camcor, Inc.	Peter Magelssen	Burlington	NC
Camino Information Services (Inoditech)		Houston	TX
CampusEAI	Brad Goel	Cleveland	OH
Can-Am Wireless	Johan Rahardjo	Irving	TX
Candelabrum Group		Dallas	TX
Candor Consulting and Diagnostics, LLC	Jennifere Ring	Belton	TX
Canon Business Solutions, Inc.		Houston	TX
Canon Solutions America, Inc.	Randi Osorio	Burlington	NJ
Canyon Insurance Group	Vonair Ealy	Houston	TX
CAP5 Technology Solutions LLC	Lance Griffith	Houston	TX
Caperton-Brown & Poole Consulting	Hope Caperton-Brown	Ft. Pierce	FL
Capitol Energy Systems	Michael Melville	Sacramento	CA
Capitol Region Education Council	Kathy Randall	Hartford	CT
Caprock Electric		Houston	TX
Capsuletek		Sugar Land	TX
Carahsoft Technology Corp.		Reston	VA
Care Solutions, Inc	Cynthia Davis	Atlanta	GA
Carlisle Life Products LLC	Darlene Carlisle-Matt	Houston	TX
Carmalink Inc		Albany	NY
Carmen S. Sandoval (Maria del Carmen Sandoval)		San Antonio	TX
Carnegie Speech	David Oberlin	Pittsburgh	PA
Carousel Industries		Exeter	RI
Carson Consulting & Training		Topeka	KS
Catapult Dreams, LLC	Quianta Moore	Pearland	TX
Catapult Systems, LLC	Nathan Curtis	Austin	TX
CB Essential Solutions (CB Essential Solutions LLC)	Cindy Boyd	Plano	TX
CBRE   Heery (CBRE Heery, Inc.)	Gary Whittle	Houston	TX
CBTS Technology Solutions	Lori Morgan	Cincinnati	OH
CCS Global Tech (California Creative Solutions, Inc)	Raminder Singh	Poway	CA
CDE Tech Solutions	Carlos Figueroa	Euless	TX
CDR Maguire, Inc.	Andy Mendez	Miami	FL
CDW Government LLC.	Amanda Ewertowski	Vernon Hill	IL
CEC Facilities Group		Irving	TX
Center for Student Achievement Solutions	Chandra Williams	New York	NY
Center for Urban Transformation	Leah Wolfthal	Houston	TX
Central IT Company LLC	Mario Zamarripa	Houston	TX
Central Operations, Inc	Destiney Smith	Brownstown	MI
central valley office supply	samantha garcia	DELANO	CA
Centre Technologies, Inc.		Houston	TX
CentricsIT		Norcross	GA
Certica Solutions	Greg Smith	Wakefield	MA
Certification Partners, LLC		Tempe	AZ
Certiport (Pearson Education)	Andy Baggs	American	UT
Cetrix Technologies LLC	Philip Gulan	Dover	DE
CEV Multimedia, Ltd.	Karen Crowell	Lubbock	TX
CF Technical IT Services, LLC	Carl Flannagan Jr.	Missouri	TX
Chadd Phillips	chadd phillips	Houston	TX
ChaiOne, Inc.		Houston	TX
Challenge Innovation Technology Inc	Kenneth Wells	Canton	MS
Change Consulting Group, LLC	Marta Pickard	Houston	TX
Channel Systems, LLC		Raleigh	NC
Character Camp	Arthur Davidson	Pearland	TX
CharacterStrong, LLC	Lindsay Norlin	PUYALLUP	WA
Charles Taylor Engineering Technical Services (SBSA, LLC)	Chris Nast	Southlake	TX
Charter School Success, LLC		Galveston	TX
Chase in Dreams, Speech and Drama (Deadra Chase)	Deadra Chase	Houston	TX
CHAT (Culture of Health-Advancing Together)	Aisha Siddiqui	Houston	TX
Checkpoint Services Inc.		El Paso	TX
CherryRoad Technologies Inc.		Parsippany	NJ
Cheryl R. Vital	Cheryl Vital	Crosby	TX
Child Care Associates	Candace Lord	FORT WORTH	TX
Childcare Masters LLC	Tamanisha C. Wade	Cypress	TX
ChildPlus Software (Management Information Technology, USA)	Sade Andrews	Atlanta	GA
Chiron Communication Services, LLC		Humble	TX
CHLOETA (Chloeta Fire, LLC)		Edmond	OK
Chrome Hero	Tom Keefe	St Paul	MN
Chuckals INC		Tacoma	WA
CI Solutions (Card Integrators)	Miles Cole	Los Alamitos	CA
CICERO Systems	Linda Cullison	Swedesboro	NJ

Cindy Puryear Consulting Services (Cindy Puryear)		Cindy Puryear	Houston	TX
Cipher Solutions, Inc.		Devesh Ahuja	Raleigh	NC
CIS (Computer Integrated Services)			New York	NY
Citelighter			Austin	TX
CityBase, Inc.		Michael Duffy	Chicago	IL
Cityspan Technologies, Inc.		Mark Min	Berkeley	CA
Civica Software			San Diego	CA
CJIS GROUP LLC			Crawfordvi	FL
ClarusTec, Inc.			Edison	NJ
Classcraft Studios Inc.		Lauren Young	Sherbrook	QC Canada
ClassLink		Emily Cain	Clifton	NJ
Classroom Technology Solutions			Jacksonvil	FL
Classware Systems (Classware L.P.)			Dallas	TX
Clayborn Inc DBA Onc National		Jackie Clayborn	Dallas	TX
CLC Technical Training, Inc.			Jacksonvil	FL
CleverBooks Limited		Darya Yegorina	Dublin 15	Dublin Ireland
CleverSolve LLC		Richard Frnka	Edinburg	TX
clevr (Darryl Denyes Leadership Services Incorporated)		Mihaela Pal	Stirling	ON Canada
cLI-Energy and Construction LL		Terry Harts	Houston	TX
Clifton Gunderson LLP			Austin	TX
Closet Factory (GDJ Interests Inc.)		Gary Gaston	Houston	TX
Cloud Sherpas			Atlanta	GA
Cloud9World Corp		Andrea Nachtigall	Miami	FL
Cloudera, Inc.			Palo Alto	CA
CloudSpace USA (Cloud Space, LLC)			Spring	TX
CLRdeals			Houston	TX
CLS Technology Inc.			Katy	TX
CMC Americas, Inc.			Baton Rou	LA
CME Printing, Inc.		Adolfo Garcia	Houston	TX
CMG Technology Services (Carroll Health Services, LLC)			Houston	TX
Coaches Video LLC		David Gillespie	Lewisville	TX
Coast to Coast Computer Products Inc		Miranda Horowitz	Simi Valle	CA
Coatings Specialty Development Lab		joe Green	Cypress	TX
Cobalt Defense Partners LLC		Kevin Thomas	Odessa	TX
CobbleStone Software (CobbleStone Systems Corp)		Bradford Jones	Lindenwol	NJ
CobbleStone Systems Corp.			Somerdale	NJ
Coble Studios (YPSOURC LLC)	Viewed		Houston	TX
Code Ninjas (Brandb LLC)		Tia Wilkinson	Spring	TX
Code Park Inc		Amanda Shih	Houston	TX
CodeCombat Inc.		Nick Winter	San Franc	CA
CodeHS			Chicago	IL
CodeMonkey Studios INC		Leena Saleh	Palo Alto	CA
Coeo Solutions, LLC			Downers C	IL
COGENT Infotech Corporation	Viewed	Justin Acord	Pittsburgh	PA
Cognitive Solutions Special Education Consultants		Natalie Hudson	Houston	TX
Cognixia (Cognixia Inc)		Sunny Shah	Basking Ri	NJ
CoheisveFT (Cohesive Felxible Technologies Corp)			Chicago	IL
Cohesion Education (Cohesion Education, Inc)		Jim Szewc	Riverview	FL
Cohesive Automation (Climatec, LLC)			Irving	TX
CohnReznick LLP			Austin	TX
COLEXAS DIGITAL INC		Cody Turk	Cypress	TX
Coley and Associates (Coley Government Services)			SAN ANTC	TX
Collaboration Solutions Group, LLC			Carrollton	TX
Collain Healthcare			Georgetow	TX
College Thriver Education Corp		Shawntia L Lee	ORLANDC	FL
Collegiate Funding Advisors (Grace Advisors USA, LLC)		Chip Miller	Memphis	TN
CollegiateZone Enterprises, L.P.			Cypress	TX
Color of Life (Color of Life Community Resource & Activity center)		Tonya Bias	Houston	TX
Columbia Advisory Group		Lindsay Boykin	Dallas	TX
COMBS Consulting Group, LP		Carrie Combs	San Anton	TX
Comcast (Comcast Business Communiation, LLC)		Jim Segovia	Houston	TX
Comflow Mechanical Services		Chris Evett	Houston	TX
Commercial Sales & Service, Inc.			Addison	TX
Commercial Technology Contractors Inc.		Mike Martone	Clifton	NJ
CommPower (Communications & Power Engineering, Inc.)			Camarillo	CA
CommServPros LLC		Tish Storm	Austin	TX
Commsys Technology Corporation (CST Corp)		Nick Tran	Houston	TX
Communications Cable Construction			Dayton	TX
Communications Cable Construction, LLC			Baytown	TX
Communications Etc (Communications Etc Inc)			San Angel	TX
CompassLearning			Austin	TX
Complete Computer Solutions		Kimberly Stewart	Boerne	TX
Complete Integrated Solutions, LLC (dba VP360)		Kent Hjerpe	Tempe	AZ
Complete System Balance		Cody Lee	Rockwall	TX
Complete Tablet Solutions			Austin	TX
CompSec			Alexandria	VA
CompServ Inc		Sandesh Rambaran	Cheyenne	WY
COMPU-DATA International, LLC		Christina Menduni	Houston	TX
CompuGroup Medical		Kristopher Watson	Phoenix	AZ
Compulogix IT Solutions			Houston	TX
Compunnel Software Group, Inc			Plainsboro	NJ

CompuPro Global (Rita's Tape Media)		Houston	TX
Computer Command Corporation		Victoria	TX
Computer Dealers & Recyclers Global Inc.	Dan Valdez	OKC	OK
Computer Kids	Ann - Home	Houston	TX
Computer Network Accessories, Inc.		Dayton	OH
Computer Solutions Inc. (DB Computer Solutions)		Midlothian	TX
Computerland Texas (Computer Resources of Wichita Falls, Inc.)		Dallas	TX
Comp-Utility Corporation	Randy Collier	Austin	TX
Compu-Vision Consulting Inc.		North Brun	NJ
Control Corporation		New Brighi	MN
Comuniquemos, Inc.	Viewed	Pearland	TX
Comware (Comp-E-Ware Technology Associates, Inc.)	Clay Gollier	Southlake	TX
ConexED	Tracy Gorham	Salt Lake	UT
Co-nexus Communication Systems	Jeff Hardin	Houston	TX
Conference Technologies Inc. (fka Industrial Audio/Video)		Maryland	MO
Conference Technologies, Inc.		East Peori	IL
Connections Education		Baltimore	MD
Construction Journal	Pamela Exton	Stuart	FL
ContentActive, LLC		Houston	TX
Continental Wireless, Inc.		Dallas	TX
Control Systems Solutions, Inc.		Houston	TX
Controltec, Inc.	Norbert Haupt	Escondido	CA
Convergent Nonprofit Solutions		Charleston	SC
Convergentz (Greens Road B, LLC)		Houston	TX
Convo Technologies	Saurel Dominique	Cedar Pari	TX
COOLSOFT LLC	Viewed	Anand Krishnamurthy	Louisville KY
CoolSpeak, LLC	Joey Negron	Pottstown	PA
Cooperative Strategies		Dublin	OH
Core Business Solutions	David Armstrong	Pharr	TX
CORE Office Interiors (AFMA, Inc.)		Houston	TX
CORE Telecom Systems		Missouri C	TX
CorePLUS (CPW Group, Inc.)		Dallas	TX
CoreRecon	Bryan Harrison	corpus chr	TX
CoreSphere, LLC	Shailesh Gupta	Bethesda	MD
Coreveillance (SBS222,LLC)		Houston	TX
Corey Construction Commercial Services (H&S Construction)	Brent Dudley	Houston	TX
Cornerstone OnDemand	Luca Wetherby Jonss	Santa Mon	CA
Corus 360	Roger Harvey	Norcross	GA
Corzone	Debra Hubbard Aboag	Houston	TX
Council Rock Enterprises, LLC	Christian M Erickson	Rochester	NY
CounterTrade Products Inc.		Arvada	CO
Covalent Software, Inc		Clearwater	FL
Covenant Communications		Houston	TX
Covid Safety Glass (Silent West LLC)	Jack Colton	LAS VEGA	NV
CPS HR Consulting (Cooperative Personnel Services)	Karina Mendez	Sacramen	CA
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)	Re-Tasselyn Craft	HOUSTON	TX
Crayon Software Experts, LLC		Dallas	TX
Creative Education Institute (CEI)	Lesley Mullen	Waco	TX
Creative Empire LLC d/b/a Mango Languages	Viewed	Stephanie Bjork	West Bloo MI
Creative Financial Staffing Inc	Andre Perry	Houston	TX
Creative Learning Systems	shelley e. nault	Longmont	CO
Creatively Inspired Communications (ConSandra Jones)		Austin	TX
CReed Global Enterprises (CReed Global Media & Production)	Centrell Reed	Houston	TX
Crimson Vision Enterprises	Kimberley Yancy	Dickinson	TX
CrisisGo	chris vuillaume	CLAYTON	MO
Critical Infrastructure Solutions (CIS) LLC		Houston	TX
Critical Mass Connection	Sharese Smith	Martinsbur	WV
Critical Power Exchange LLC		Spokane	WA
CrowdPlat, Inc.		San Jose	CA
Crowe LLP		Chicago	OH
Crux Technology & Security Solutions, Inc.		FORT WO	TX
Crystal Clear Business Solutions	Crystal Smith	Sugar Lan	TX
CSI Cloud Services (Computer Software Innovations, Inc.)		Easley	SC
CSI Leasing		Stafford	TX
CTREC Hilton IT Academy	Daphney Kirby	Houston	TX
CTS Technology Services		HOUSTON	TX
Cubix Global Inc	Viewed	West Palm	FL
Cubix Inc	Richard Messier	Washingto	DC
CueBlue (CueBlue LLC)		Houston	TX
Cultris Security Systems, Inc.	Jason Smith	Houston	TX
Cuna Supply LLC	Mike Hagerty	Bellaire	TX
Curriculum Associates, LLC		Woburn	MA
CURTECH INC	Curtis Pilgreen	Tyrone	GA
Custom Access & Integration, LLC	Kevin Lytle	Humble	TX
Custom Educational Furnishings		Taylorsville	NC
Cvent, Inc.		McLean	VA
CViConnect (LifeScience Technologies, LLC)	Steve Hendrix	Leawood	KS
CX2, Inc. (CX2)	Jamie Burnett	Houston	TX
Cyber One Solutions, LLC.	Thomas Childress	Houston	TX
Cyber Threat Security	Chuck Durham	Chicago	IL
CyberProtex		Huntsville	AL

CYBERSALUS		San Anton TX
Cyberstar, LLC	Anil Patel	Austin TX
Cyclone FPV (Cyclone 3D, Inc.)	Tarek Maalouf	Spring TX
CYCLONE PRODUCTS (ANNETTE LLC)		NOVATO CA
CYG EDUCATIONAL SOLUTIONS	Cheryl Sanders	Houston TX
CYPHER LEARNING INC	Corey Brixey	San Franci CA
Cypress Station Shipping and Digital Print Solutions (united networking com		Houston TX
Cytek Media Systems, Inc.		Austin TN
D & G Communications, Inc.		Texas City TX
D2L Ltd.		Towson MD
Daintree Solutions LLC	Ashish Patel	Richmond TX
Dan St. Romain Educational Consulting, LLC		Universal ( TX
Danny Steele (Daniel J. Steele)	Danny Steele	Birmingham AL
Dash Education Solutions, LLC	Jorge Agnese	Fort Laude FL
Data Preservation Solutions	Lance Gonzales	Irving TX
Data Projections, Inc.		Houston TX
DataBank IMX LLC	Jan Frigo	Houston TX
Databit Inc.		Mahwah NJ
DataCom Design Group		Austin TX
DataDesign Solutions	Nina Rosete	Monterey CA
Datagain Inc.	Rishi Darira	Secaucus NJ
datarecovery.com (ESS Data Recovery, Inc.)		Edwardsvil IL
DataSpan (MRI Inc)		Cypress TX
Datavox		Houston TX
DataWind Inc	L S Tuli	Mississauga ON Canada
DataXport.net LLC		El Paso TX
David James (David Hebert)	David Hebert	KEMAH TX
David Mayes Photography, Inc. (David Mayes)		Manhattan AL
David McGeary	David C McGeary	Deer Park TX
David Rodriguez	David Rodriguez	San Anton TX
David Santana		Houston TX
David Webb		Pasadena TX
Daystar Computer Systems, Inc.		Chicago IL
DB Services (Database Development Services, Inc.)		Fishers IN
dba TCI (Thomas Consultants, Inc.)	Kevin Brent	Memphis TN
DBR Engineering Consultants, Inc.		Houston TX
Dean Draper (Dean Draper Insurance)		Houston TX
Decisions		Houston TX
DeDe Church & Associates, LLC	DeDe Church	AUSTIN TX
Defiance Industries, LLC	Lori McAdams	Magnolia TX
Defined Learning	Tom Comerford	Northbrook IL
Dell Marketing L.P.		Round Rox TX
Dell Technologies		Round Rox TX
Deloitte Consulting LLP		Austin TX
Delta-T Digital Archiving		Garland TX
DeltaWare Inc.	Kirk Binder	San Anton TX
Deltek, Inc.		Herndon VA
DEMS,LLC	Olusola Dosunmu	Houston TX
Denovo Ventures, LLC	Carolyn Terry	Boulder CO
Design Security Controls (Design Security Controls LLC)	Brandon Touchard	Houston TX
Designum Media Group	Spencer Davis	New Orlea LA
Destined For Empowerment CDC	Sarah Henderson	Houston TX
Destiny Software, Inc.		Woodinville WA
DG Grafix	Don Terrell	Houston TX
DGR United	Gaylon Joseph Jr, Ry	houston TX
DHE Computer Systems	Gregg Fisher	Centennial CO
Diamond Assets	Mark Rand	Milton WI
Diamond Business Services, Inc.	Charlia Pence	Amarillo TX
DIBSYS Inc	Dibyendu Saha	Naperville IL
Diem Technologies		Richardsor TX
Digital Air Control, Inc	Sean Goings	Houston TX
Digital Line Works & Digital Phone Works (Digital Group LLC)	Abbey DeFries	Houston TX
Digital Menus System (VancoVision, LLC)	Robin Allard	Conroe TX
DigitalDesk, Inc.	Robert Gomm	San Anton TX
DigitalGenetix		San Anton TX
DigiTec (DigiTec Office Solutions, Inc)		Sugar Lan TX
Digitec Office Solutions		Sugarland TX
Dijah Speaks LLC	Chadijah Williams	Jackson MS
Dillon Claims & Consulting Services LLC		Houston TX
Direct Technology Group, Inc		Miami FL
Directions Training Center, Inc (Directions Training)	Eric Goldvarg	Oak Brook IL
DiscountPC	P Michael Charles	Austin TX
DiscoverU	George Vander Veer	Houston TX
Discovery Systems Inc		Houston TX
Diskovery Educational Systems		Wellington FL
Distinctively remembered	Rolanda Parsons	Houston TX
DISYS Solutions, Inc.	Vinu Luthra	Ashburn VA
Diverse Consulting Enterprises, Inc.	Lisa Williams	Houston TX
Diversified (One Diversified)		San Diego CA
Diversity & Inclusion Strategy (Dexter Williams)	Dexter Williams	Houston TX
DJ INTERNATIONAL BUSINESS	MARIA SOLORZANO	LAS VEGA NV

Viewed



DLT Solutions (DLT Solutions LLC)		Herndon	VA
DMS Disaster Consultants		Boca Raton	FL
DNS Corporation (DNS Enterprises, LLC)	Raymond DeLeonard	Waldorf	MD
doc2e-file, Inc		Houston	TX
Documation		Austin	TX
DocuNav Solutions (VP Imaging, Inc.)		Plano	TX
DoLogic Inc.	Errica Bennett	Annandale	VA
Dominika Dorota Staniewicz	Dominika D Staniewicz	Cypress	TX
Dr. Mike!	Mike Longoria	Wimberly	TX
Dr. Pope's STEM and Liberal Arts Academy	Dr. Sheila Pope	Pearland	TX
Dream Capital International, Inc	VERNON JORDAN	Houston	TX
DreamBox Learning, Inc.		Bellevue	WA
Drew Services	JD Hargrove	Fort Worth	TX
DRF Industries LLC		Houston	TX
DrHopeObika	Dr. Hope Obika Waot	Missouri C	TX
Drive Mind Group	Brett Rinaldo	North Cant	OH
DRsquared Mental Health Solutions, PLLC (DyMisha Richardson)	Dr. DyMisha Richards	Pearland	TX
DrumFIT USA Corporation	Melissa Turcotte	Austin	TX
DSTech Solutions, LLC		Clute	TX
D-Tech International USA, LLC.		Rio Grand	NJ
Dude Solutions, Inc		Cary	NC
DukeSys (Duke Communications)	Kyle Lopez	Spring	TX
Dunn's Logistics Inc		Houston	TX
DV Sourcing, LLC (0)	Mohamad Akhtar	Greenville	TX
D-Versity Solutions Inc.		Atlanta	GA
Dykon Computer Help Center, Inc		Houston	TX
DYNED INTERNATIONAL INC.	Russell J Wong	San Jose	CA
DYS HOUSYON YOUTH ASSOCIATION	Tanza Abdullah	Houston	TX
E & Hurd LLC	Ebony Hurd	Houston	TX
E2 Optics, LLC	Laura Clearman	Englewood	CO
E-3 Systems LLC		Laredo	TX
Early Start Development Inc	Lason Hines	Humble	TX
Earthcare Technologies, Inc.	David Doda	Springfield	VA
East Side University (CLC) (South East Houston Community Development C		Houston	TX
Easter Seals of Greater Houston, Inc.	Elise Hough	Houston	TX
Easy Math for Kids (Uxbridge On-Line Inc.)	Annie Hardock	Uxbridge	ON Canada
Eaton (Eaton Corporation)		Austin	TX
eBenefits Solutions, LLC		pittsburgh	IL
e-Builder		Plantation	FL
eBusiness 1		Houston	TX
ECC 412, LLC	Maxine Fredericks	Atlanta	GA
eChalk (eChalk Inc.)	Leah Woods	NEW YORK	NY
Echelon HTS INC.	Scott Moody	Corpus Ch	TX
Echo Mountain Realty dba EMR Corporation		Phoenix	AZ
ECM Today! - a CASOllc company	JEFF POWELL	San Anton	TX
E-Colors in Education	Rosalinda Mercado-G	Austin	TX
eCuras Limited Liability Company	Ben Rakov	Linden	NJ
ED Tech Depot (ED Tech Depot Inc.)	Mack Mendoza	Pittsburgh	PA
Ed Tech Soft, Inc.	Vinita Bakhshi	Duluth	GA
Edgenuity (Edgenuity, Inc.)		Scottsdale	AZ
EditStock		Sherman C	CA
Edlio		Austin	TX
EDmin		San Diego	CA
Edmodo		San Mateo	CA
EdMotion Inc (Alton Delane)	Alton Delane	Cary	NC
edOpp Solutions LLC	Patrick Butler	Houston	TX
EDS Tech		Houston	TX
Edsby (CoreFour, Inc)	Michael Bronder	Richmond	ON Canada
EdSight Technology (EdSight, Inc.)	Valerie Szegheo	Austin	TX
EdTech Games	Ben Harrison	Provo	UT
EdTechTeam	Michael Wacker	Irvine	CA
EDU Solutions LLC	Maisabelita Tuliao	Spring	TX
Educate Online Learning, LLC		Danvers	MA
Educate To Edify (Educating While Black)	Deidra Lawson	Pearland	TX
Educate-Me (Garden State Micro, Inc.)	Rachelle Menzella	Fairfield	NJ
Education & Business Associates, Inc.	Carol J. Hecht	DeSoto	TX
Education Elements		San Carlos	CA
Education Galaxy LLC		Richardsot	TX
Education Logistics Inc.		Missoula	MT
Education Muses, LLC (Muses3, LLC)		Houston	TX
Education Partners Solution, Inc.		Sugar Lan	TX
Education Service Center, Region 20		San Anton	TX
Education Solutions Now, LLC	Demi Walker	Houston	TX
Educational Epiphany LLC	Donyall Dickey	WASHINGTON	DC
Educational Policy Improvement Center		EUGENE	OR
Educational Resources (HMS Teach Inc)		Hoffman E	IL
Educational Support Services	RACHEAL DEAMER	Dallas	TX
Educational Systems Consulting	Bill Christensen	Binghamt	NY
eduphoria!	Sarah Niederstadt	Dallas	TX
Eduphoric, LLC	Mark Luetzelschwab	Bee Caves	TX
Edusmart (Learn-Ed LLC)	Nalini Kumar	Austin	TX

Edwards Sutarwalla PLLC		Brent Webster	Houston	TX
eDynamic Learning (eDynamic Holdings LP)		Nicole Shannon	Southlake	TX
eFMLA, Inc.		David D. Doda	Springfield	VA
EFORCE (Intellichoice, Inc.)		Michon Covington	Providence	UT
eGrove Systems Corporation		Muthukrishnan Govin	East Brunswick	NJ
eInstruction			Youngstown	OH
EIX Systems (Electronic Interoperable Exchange Systems)			Round Rock	TX
Elantis Solutions Inc.		Amy Grendus	Edmonton	AB Canada
Elder Consulting (Don Elder Jr)			Katy	TX
e-Learning WMB		Emil Reisser-Weston	Maidenhead	United Kingdom
Electra Link (Electra Link, Inc.)			Spring	TX
Electronic Recyclers International, Inc.		Mauricio Lovato	Fresno	CA
Electrotech Supply Products			Houston	TX
Elegant Enterprise Wide Solutions, Inc.			Chantilly	VA
Elementari LLC		Nicole Kang	Mesa	AZ
Elevate Strategies LLC			Houston	TX
Elevation Consulting, Inc		Kenneth D Davis	Pearland	TX
Elevation Firm, LLC.			Austin	TX
Eligibility Tracking Calculators, LLC		Matt Scott	San Antonio	TX
Elite Academics (Elite Academic Solutions)			Humble	TX
Elite Change Inc.			Houston	TX
Elite Image Tax & Notary Service LLC		Michelle M Levi	Houston	TX
Elite Research, LLC			Irving	TX
Elite Utility Services Inc.		Greg Beiersdorfer	Cypress	TX
Ellevation, LLC		Edward Rice	Boston	MA
Elmore (Elmore Public Relations, Inc.)		Jennie Roberts	Houston	TX
E-Logic, Inc.			Washington	DC
Elontec LLC (Elontec)		Joe Clayton	Phoenix	AZ
ELP Enterprises, Inc		Martha Ceballos	Houston	TX
elumicor inc.			Austin	TX
Emdin Support Services LLC		Ebone Brown	Bronx	NY
Emergent Professional Resources LP			Houston	TX
Emergent Risk Solutions		Blaine j Roussel	BATON ROUGE	LA
Emergent Tree Education		Maggie Susong	Austin	TX
Emergent VR Encounter (NextVR Dimension LLC)		Andy Bauman	Spring	TX
Emma Oliver			Houston	TX
eMobile Repairs		Kai Thiphavong	Sturbridge	MA
EMPAC HEALTH MANAGEMENT SERVICES, LLC		DEANNA JEFFERSON	Fresno	TX
Empire Technologies LLC			Katy	TX
empower retirement (great-west life and annuity)			houston	TX
Empowered Network Services, LLC		Thomas R Kelchner	Huffman	TX
Empowering Communities (NSEP Community Interest Company)		Gary Pettengell	Jersey City	NJ
Empower-TCASE		Theresa Parsons	Austin	TX
EMS LINQ (5561255653)		Mark Sullivan	Atlanta	GA
En Pointe Technologies Sales LLC	Viewed		Los Angeles	CA
ENA Services, LLC a subsidiary of Education Networks of America, Inc.			Nashville	TN
Encompass WISP LLC		Youllonda Driver	Katy	TX
Endeavor Technology			Sugar Land	TX
Energy Saving Advisor Distributors		Ira Haggerty	Dallas	TX
ENETsolutions, LLC			Houston	TX
engage2learn (Engage! Learning, Inc. dba engage2learn)		Jaime Cooper	Portland	TX
Enovox Technical Group, LLC (Enovox)			Houston	TX
Enrichly Foundation		Anthony Forstner	humble	TX
Enseo, Inc.		David A Simpson	Richardson	TX
Ensono		Robert B Duncan	Downers Grove	IL
enStratus (enStratus Networks, Inc.)			Minneapolis	MN
Entec			Lubbock	TX
Enterprise Fleet Management, Inc.		Billy Dobosz	St. Louis	MO
Enterprise Pals, Inc.			Olathe	KS
Enterprise Solutions, Inc.	Viewed	Umesh Ghai	Naperville	IL
Enterprise Systems Corporation		Tommy Haggerty	Houston	TX
Enthsquare, Inc. (www.enthsquare.com)		Judith Schneider	Hasbrouck	NJ
EnviroBusiness, Inc., dba: EBI Consulting		Rebekah Hudnall-Riv	Burlington	MA
EP Techworks, LLC			El Paso	TX
EPAM SYSTEMS		Keth Crotty	Newtown	PA
EPC Group (O'Connor Enterprise Group)			Houston	TX
EPES Software (CAP)		Jackie Whitworth	Bixby	OK
Epic Decisions, LLC		Doug Maraffa	Kingwood	TX
EPIOZ, INC		Pam Richburg	BUFFALO	NY
EPMA (EPM Architects, Inc.)		Ron Sobala	Bellaire	TX
Epoch Sales (Wholesale Technology Inc)		Dana Skaggs	Fountain Valley	CA
EPS LOGIX, INC.			DALLAS	TX
Equal Level Inc			Rockville	MD
ERASCOGroup, LLC			Houston	TX
eRate 360 Solutions		Kasey Oakley	Henderson	NV
E-Rate Elite Services, Inc.		David LeNard	Owings Mill	MD
eReflect Inc		Rick Mesias	Las Vegas	NV
eReserve Ticketing (AdWeb Communications)			Fredericks	TX
ERFA Group LLC			SUGAR LAND	TX
Eridef Communications			Houston	TX
Erva Bonita Inc.			Jackson H	NY

ERVIN MANAGEMENT GROUP		DONIEL ERVIN	HOUSTON TX
ESC6			Huntsville TX
eScholar		Elissa Seto	White Plain NY
eSchoolView (Infinite Cohesion)			Columbus OH
escWorks (Region 4 ESC)			Houston TX
ESM Solutions Corporation		Dan Corazzi, Sr.	Warrington PA
Esmeralda Lopez		Esmeralda Lopez	Richmond TX
ESP / ESP Interactive (ESP Interactive Solutions, Inc.)			Albany CA
eSpecial Needs (Carrie A. Kouri)			St. Louis MO
ESSENTIAL SKILLS SOFTWARE INC.			AURORA ON Canada
Essential Wellness and Balance			Missouri C TX
Estes, McClure & Associates, Inc.			Tyler TX
ESYNTAXIS CORPORATION		Ravin Wijesinghe	Houston TX
ET Scholastics, LLC		Donovan Evans	Houston TX
eTeachingMe (Love N Learn At Home)		Kristin Miller	Georgetown TX
eTech Parts Plus		Bryce Kelley	Southlake TX
Eternal Media Solutions (Eternal Media Solutions LLC)		Sean Johns	Katy TX
Etrainers.org			Machesne IL
Eventdex LLC		Durga P Mikkilineni	Morganville NJ
Everbridge			Pasadena CA
Evergreen Electronics dba. Discount PC		April VP of Sales Pott	Austin TX
Evergreen Solutions, LLC		KELLY TUCKER	Tallahassee FL
Everhart IT (Everhart Information Technology Investment Corp)			Houston TX
Everyday PC			Florence KY
EVIA Events (Evia)		Robert Burton	Seattle WA
Evitar Systems LLC		Barbara Bostic	Lanham MD
Evolve Holdings Inc			Houston TX
eWay Corp	Unsubmitted	J.P. Singh	Des Moines IA
Ewing Strategic Communications		Darryl Ewing	Houston TX
Exceptional Pediatric Therapy, LLC		Nedra G Woods	Houston TX
ExecuTeam Staffing			Houston TX
ExecuTime Software LLC			Tulsa OK
ExerPlay, Inc		Vicki Wilmarth	Cedar Creek NM
Expanded Learning Academy		Ronald Robinson	Roseville CA
Expert Staffing (Custom Software Houston, Inc.)		Jerri Gates	Houston TX
Explorarama			Galveston TX
Exploros (Exploros, Inc.)		Yoel Givol	Wayland MA
Extra Duty Solutions		Brittney Vail	Shelton CT
Extreme Networks			Salem NH
Extricom Inc.			Austin TX
EY (Ernst & Young LLP)			Austin TX
EZLeadership LLC		William Schedule	Montgomery TX
Face to Face Live			The Wood TX
FACILITIES INTEGRATED SOLUTIONS & CONSULTING LLC		Nikki Hamler	CYPRESS TX
Facility Solutions Group		Brian Dwyer	Houston TX
FAIRCOMM SYSTEMS			Fair Oaks TX
Fairway Supply, Inc			Houston TX
Faith Works Consulting Group, LLC		Lashonda J. Williams	Houston TX
Families Read Children Rise (John Robinson Consulting)		John Robinson Sr.	Houston TX
FAMILY Artistry Academy, Inc.		Johnny McMahon	Houston TX
Fast Forward		Robert Bowens	Las Vegas NV
Favor Consulting Inc (Demlan Solutions Inc)		Ann Adekunle	North Rich TX
Fazzio Consulting, LLC.			Round Rock TX
Federal Crime Prevention Inc. (formerly known as Houston Enforcement)			Houston TX
Federal Soft Systems Inc		Karthik Kallepalli	Bentonville AR
Felicity Educational Services		Mike Nekritz	Deerfield IL
Fiberlink Communications Corporation			Blue Bell PA
Fibertown Data Centers		Rachel Goodman	Bryan TX
Fidis Logistics, LLC		Antonia Murphy	Spring TX
Fig Restoration		Moncy Hawkins	houston TX
File Academy Online Learning Center (File Academy Inc.)		Michael File	Dickinson TX
FileWave USA Inc.		Caroline Crawford	Indianapolis IN
Fire Safe Protection Services, LP		Lesa Gibbens	Houston TX
FireEye		Noel Hollis	Austin TX
FireFly Computers (FireFly Computers LLC)			Saint Paul MN
Fireplace Inc DbA Smore			Pittsburgh PA
First Health Advisory (First Choice Professionals, LLC)		Kerri Gallagher	Scottsdale AZ
First Service Technology (ME interests)			San Antonio TX
Fishnet Security			Houston TX
Fitness Finders Inc.		Ben Dearman	Jackson MI
Five9Learning			Aurora CO
Fleet Analytics, LLC		Gary Page	Suwanee GA
Fleet IQ (MVC Technology, LLC)		Zac Ridner	HOUSTON TX
FLN Management and Consulting		Freddie L Noble	Manvel TX
Floral Park Consulting LLC	Viewed		Floral Park NY
Flores and Associates			Austin TX
Florida Career College		Greg Garrett	Houston TX
Flourishing Behavioral Health		Georgia Lovell	Pearland TX
Fluxlight, Inc.		Tony Farinholt	Irving TX
FMI RECYCLING (Freedman Metals Inc)			Dallas TX
FOCALPOINTK12, INC.			Norcross GA

Focus Camera LLC	Igal Avshalom	Brooklyn	NY
Focus Care Inc.		Woburn	MA
Focus Eduvation Inc (Focus Care Inc)		Woburn	MA
Focus School Software		St. Peterst	FL
Food Handler Solutions	West Christian	Marana	AZ
Foodservice Design Professionals (Millunzi & Associates)	Melissa Moore	The Wood	TX
FoodService Sustainability Solutions	Kim Eger	Kennesaw	GA
Footsteps2Brilliance, Clever Kids University (Footsteps2Brilliance, Inc.)	Ilene Rosenthal	washington	DC
Forbrich & Associates, LLC	Christopher Forbrich	San Anton	TX
Ford Audio-Video Systems, LLC		Tulsa	OK
Formative Loop	Dustin Friesenhahn	Austin	TX
Fortify Experts, LLC (Energy Sourcing LLC)	Tim Howard	Houston	TX
Forward Edge	Denise Caccavari	Sharonville	OH
Forward Move	Michele Kohut	Green Bay WI	
Foundations in Learning		Iowa City	IA
Frameworkd (Frameworkd LLC)		Long Islan	NY
Frame-Work Consult	O. Jacob	HOUSTON	TX
Franklin Covey Clie Sales, Inc (Franklin Covey Inc.)	Stephenie Reynolds	Salt Lake (	UT
Free Peace	Montrey Peace	Fort Worth	TX
Freedom Profit Recovery (FPR Holdings, LP)		Cypress	TX
Freeit Data Solutions (Freeit Data Solutions, Inc.)		Austin	TX
Freese and Nichols, Inc.	Rusty Michele McLau	Fort Worth	TX
Fresh Start Developmental Learning and Fine Art Center	Sabrina Brown	South Hou	TX
Fresh Tech Solutionz (Fresh Technical Solutionz LLC)	Derrell Noris	Houston	TX
From The Ground up Performance Enhancement (Deanna Voltz)	Deanna Voltz	Houston	TX
From The Heart International Educational Services	Heather Sanders	Nashville	TN
FrontGate HR		Lubbock	TX
Frontier Services Group	Gregg Autrey	Houston	TX
Frontline Education (fka) Prologic Technology Systems		Austin	TX
FTG International, LLC		Houston	TX
Fuel Education LLC		Herndon	VA
Fuel Up For Life Foundation Inc	Vanessa Jones	FRESNO	TX
Fund Accounting Solutions Technologies, Inc.	Joe Wertz	Lubbock	TX
Furness Law	Matthew Furness	Houston	TX
Future Com Ltd.		Bedford	TX
Future Resource Learning	Cory Morgan	Cheltenham	MD
Fuzion Apps		Sugar Lan	TX
FVN Clothing	Geo.	Brooklyn	NY
FxS (Force Multiplier Solutions, LLC.)		Dallas	TX
G&E Industrial Supplies Inc.	Ajith K Nair	El Paso	TX
G4C Enterprises, LLC	Gary Caples	Pflugerville	TX
Gabbart Communications	Frankie Hill	Durant	OK
Gage Telecom, LLC		Waco	TX
Gaggle (Gaggle.Net)	Jennie Eft	Bloomingt	IL
Galaxy Next Generation, Inc.	Magen McGahee	Toccoa	GA
GALLOPADE INTERNATIONAL		Peachtree	GA
Gallup, Inc.	Mark Reckmeyer	Omaha	NE
GameSalad, Inc. (GameSalad)		Austin	TX
Gary Polland P.C.	Gary Polland	Houston	TX
Gastile Consultant Group		Houston	TX
Gateway Solutions inc	Siva N Jasti	overland p	KS
Gayla Rawlinson Maynard Consulting	Gayla Rawlinson	Porter	TX
Gazelle Capital, LLC		Saint Pete	FL
GB Tech, Inc.		Houston	TX
GBCSTORIES.COM, LLC	Rhonda Farber	McKinney	TX
GBPDIRECT (dean)		Kenner	LA
GCA (QUASIUS INVESTMENT CORP.)		SPRING	TX
GDT (General Datatech)		Houston	TX
Gear Roster, LLC		San Anton	TX
Gem Southwest LLC	Leslie Bender Jutzi	Dallas	TX
Gem State Technologies		Boise	ID
Gemini LSV (Gemini Stage Lighting Inc)	Leonard Miller	Dallas	TX
Generation Teach Inc.	Laura Zahn	Boston	MA
Generic Solutions, Inc		Dallas	TX
Genesis BCS (Genesis Telecom Inc)	Debra Schindler Boul	Houston	TX
Genesis Technologies Inc.		Austin	TX
Genesys	Johanne Ibsen-Wolfo	Daly City	CA
Gentle Minds Tutoring	Tiffany Williams	Missouri C	TX
GermBlast (Infection Controls, Inc.)	Rodney Madsen	Lubbock	TX
Gervase Media & Paper, LLC		Cypress	TX
Get More Math® (Front Porch, Inc., dba Get More Math®)	Danny Milnik	Sonora	CA
GET Technology and Accounting Solutions		Santo	TX
Getting Sorted (G. Yess Fisher & Co., LLC)	Gayle Y. Fisher, M.Ec	The Wood	TX
GHA TECHNOLOGIES INC		baytown	TX
GHG Corporation		Webster	TX
Gibson Consulting Group	Beth Frank	austin	TX
Gifting Grounds		Houston	TX
Gilberto D. Soto	Dr. Gilberto D. Soto	Laredo	TX
GilCat Solutions (Gloria Lastra)	Gloria Irene Lastra	Spring	TX
Gill Digital Services, LLC		Dallas	TX
GIMO Special Education Services & Consulting	Elizabeth Pratt	cornelius	NC

Viewed

Unsubmitted

Girlstart			Houston	TX
Gist! Empowerment, Inc.			San Anton	TX
GKSEAL CONSULTING LLC		Gretchen Seal	Austin	TX
Glass View of Tech		Shaina Glass	Spring	TX
GLF Group Inc.			Dallas	TX
Global Asset (Technology Assets LLC)			Richardson	TX
Global Education Systems Alliance (William H Prouty PhD)			Sun City	CA
GLOBAL EDUCATIONAL SOLUTIONS LLC		Horace L Williams	Canton	MI
Global Grid For Learning, PBC		Robert Iskander	Alameda	CA
Global Knowledge Training LLC		Ada Meadows	Chicago	IL
Global Phone Company		Qamar Khan	HOUSTON	TX
Global Services, LLC			Houston	TX
GlobalSource IT (GlobalSource Information Technology III, Inc.)			Milwaukee	WI
Globe Electric Supply (Globe Electric Supply, Inc.)			Houston	TX
Globe Office Products			Houston	TX
Globe Runner (Globe Runner LLC)			Addison	TX
Glynlyon, Inc.			Chandler	AZ
GNC Consulting, Inc.		Garry Cooper	Frankfort	IL
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)		ROCHELLE JOHNSEN	HOUSTON	TX
Golden Energy Leadership	Viewed	Lisa Wade	Sugar Land	TX
Golden Mountain Consulting L.L.C		Lan Nguyen	Houston	TX
Good News Church			Houston	TX
Good-Lite Co.		Chris Greening	Elgin	IL
Google, Inc.			Austin	TX
GoSchoolBox		Lance Smith	Los Altos	CA
GO-Strategic Management Services		Diane Guzman	Houston	TX
GovConnection, Inc.			Merrimack	NH
Govlist		Thao Hill	San Francisco	CA
GovSense		Chris McMurtagh	Alpharetta	GA
Govshop India			Houston	TX
GPS Insight, Inc.			Scottsdale	AZ
Granicus			Denver	CO
Grant Thornton LLP			Austin	TX
Graphixly LLC		Fahim Niaz	DANVILLE	CA
Gravity Systems, Inc.		Charles Morgan	Austin	TX
Gray Step Software			El Dorado	CA
Graybar Electric Company, Inc.		Grace Prather	Houston	TX
Greater Emmanuel Family Worship Center		Michelle Frias	Houston	TX
Greatest in the Kingdom Ministries		Nathan Nevedal	The Wood	TX
Green Delete Inc.		Marilyn Slavin	Frankfort	IL
Greenlogic Lighting & Electric, LLC.		Dwayne Picou	Houston	TX
Greenspring Construction Services			Arlington	VA
Greg Garrett		Gregory L Garrett	Sugarland	TX
Griffin Technology Services LLC.		Jammie Griffin	Tyler	TX
Grow Minds Consulting LLC		Telicia Fogle-Simon	HOUSTON	TX
Gruber Power Services (Gruber Technical Inc.)			Phoenix	AZ
Gruene Technology Group			New Braun	TX
GTI Consulting, LLC		Jason Elmore	Fort Worth	TX
GTS Technology Solutions, Inc.			Dallas	TX
gtslearning (GTS Learning Inc)			Rochester	NY
GTSof Inc. (ThomasKelly Software Associates)		Jeffrey Thomas	Sugar Land	TX
Guy Wallace		Guy Wallace	Houston	TX
GW Implementation Solutions		Jennifer Whiting	Nokomis	FL
H. J. DEBOER & ASSOCIATES			KINGWOOD	TX
H. L. Flake Security Hardware (Herbert L Flake Company LLC)		Tom Caden	Houston	TX
h.u.e Technology		Rain Davis	Houston	TX
h.u.e. Technology		Rain	HOUSTON	TX
H.W.G. Consulting LLC		Henry Walker	Houston	TX
Hacking Solutions (Millennium Franchise Group, LLC)	Viewed	Tony Beaman	Oakland	CA
Hagerty Consulting, Inc. (Freeman)			Evanston	IL
Hamilton NG911, Inc.		Jennifer Dennis	Aurora	NE
Hammerman & Gainer, Inc.			Irving	TX
Hands-On Robotics Academy		Nicholas Bradley Guilford	Houston	TX
HappyFox Inc		Leo Guerra-hershey	Irvine	CA
Hardwick Law Firm, LLC			Kansas City	MO
Harris School Solution		Joe Verduco	Niagra Falls	NY
Hart InterCivic, Inc.		Bree Formby	Austin	TX
Harvest Christian Academy		Dieisher RHone	houston	TX
Harvesting Wealth LLC		Carolyn Ann Powell	Houston	TX
HATCH, INC.			Winston-Salem	NC
Havilon			GRAND PRAIRIE	TX
Haystax Technology, Inc.			McLean	VA
Hazel Advisory LLC			Austin	TX
HCI IT Service Inc			Houston	TX
Health-e Meal Planner Pro (Water Walkers Inc)		Kari Day	Anacortes	WA
Healthy Boundaries LLC		Howard Byrd	Houston	TX
Heart Nation Inc		Darlene Walter	Humble	TX
Heartland School Solutions (Heartland Payment Systems, LLC)		Teresa Meske/Client	Atlanta	GA
Heavenly Service, LLC		Krystal Sias	Webster	TX
Helios Ed		Brian Juarez	San Mateo	CA
HELPING HANDS FITNESS AND NUTRITION		Brannon Beasley	Houston	TX

Hewlett Packard (HP)			Palo Alto	CA
Hewlett-Packard Financial Services Company		Kristi Cooper	Berkeley	NJ
HiEd Inc.	Viewed		Plano	TX
HIGHLANDS, LLC		BOB SMITHER	Atlanta	AR
HIGHSTREET IT SOLUTIONS, LLC		Jagdish Raikar	CO	CO
Highway Tech (Jered Sellers)			Wolfforth	TX
HillCo Partners, LLC			Austin	TX
HiMac Center for Creative Thinking		Dr. Lason Mackey-Hir	Humble	TX
Hiperware Labs Inc		Amey Laud	Vancouver	WA
Hire Power Personnel			Sugar Land	TX
HISPANIC LEARNING CENTER		ADARELLY RAMIREZ	Houston	TX
Histrionix Learning (The Histrionics Company)			Houston	TX
Hitachi Data Systems			Houston	TX
HiTech Assets			Oklahoma	OK
HiTouch Business Services			LaVergne	TN
Hodge Publishing		Dr. Tyra Hodge	Conroe	TX
Holland Energy Consulting			Houston	TX
Holtz/Adams Construction and Consulting, LLC		Elizabeth Spencer	Universal	TX
Home Health		Bamidele Jokodola	Houston	TX
Homeland Safety Systems, Inc.		Daniel Wagner	Bossier City	LA
Hometown Computing (htcomp.net, Inc.)			Hamilton	TX
Honesty Construction Group (HCG Management LLC)		B. Gregory Williams	Manvel	TX
Hoonuit I, LLC			Appleton	WI
Hooper Strategies		Louise Hooper	Granbury	TX
Horizon Software International		Tina Bennett	Duluth	GA
HORIZON SW PROPERTIES		CHARLES G RENCH	SUGAR LAND	TX
Horn Solutions, Inc.			Sugar Land	TX
HORNE LLP			Austin	TX
Houghton Mifflin Harcourt Publishing Company			Chicago	IL
Houston Communications, Inc (5205 Limited Partnership)		Duane Johnson	Sugar Land	TX
Houston Construction Services		Ray Gutierrez	Spring	TX
Houston Dynamic Displays (Dooh Media Group, LLC)		Hussain Ali	Houston	TX
Houston E.A Foundation		Everett Ricky Nelson	Houston	TX
Houston Information Team, Inc.		Thomas Fleissner	Stafford	TX
Houston Institute of Global Health	Viewed	AIJAZ ALI KHOWAJA	Houston	TX
Houston ISD - Medicaid Finance & Consulting Services		Michael Gonzalez	Houston	TX
Houston Press, LP		Russell Breiter	Miami	FL
Houston Urban Debate League		Eric Emerson	Houston	TX
HOWARD TECHNOLOGY SOLUTIONS (Howard Industries Inc)	Viewed		Laurel	MS
HP			Southlake	TX
HRchex, LLC (Intellisoft II, Inc.)		James J. Bausch	Irving	TX
HRZ Solutions, LLC	Unsubmitted	Ali Kitabi	Cypress	TX
HTEC-Houstons Training and Education Center, Inc. (Phillips)		Stephanie Boutte-Phil	Houston	TX
Humble Camera Center (Bradley E Crosby)		Brad Crosby	Humble	TX
Hunt, Guillot & Associates			Baton Rouge	LA
Huntington Learning Center (dba Kerwen Group Inc.)		Wendy Tilford	Houston	TX
HYA Corporation			Arlington	IL
Hyland Software, Inc.			Westlake	OH
I/S Mechanical (Inno/lution)		Brandon Markgraf	Spring	TX
I2U SYSTEMS, INC.		Kishanchand Gurusai	Missouri	TX
IA-Advanced Telecom Solutions, LLC	Viewed	Trang Nguyen	Richmond	TX
iBenzer Inc.			College Park	NY
IBEX IT Business Experts LLC		Maggie Carter	Norcross	GA
IBM			Houston	TX
IC Commerce and Consulting, LLC		Ivan Cordero	KATY	TX
ICF Incorporated, LLC		Dotti Shields	Reston	VA
ID Dynamic Solutions LLC		James Rios	South Ben	IN
IDC (IDC Research, Inc)			Framingham	MA
IDEA Reimagined Coaching and Consulting LLC (Valentina Rideaux)		Valentina Rideaux	Baton Rouge	LA
Ideacom of Amarillo		Garth Palmer	Amarillo	TX
IdentIFIE Special Education, LLC		Olivia Perez	Houston	TX
IdentiSys Inc.			Eden Prairie	MN
Identity Automation			Houston	TX
iDocket.com			Amarillo	TX
IECGTX (Insurance Estimating & Consulting Group, LLC)		Don Lamont	SPRING	TX
ieSmartSystems		Jessica Vallejo	SPRING	TX
iFixYouri Corp			Palm Beach	FL
IGM Technology Corp		Erika Holle	Toronto	ON Canada
Ignite Education, LLC		Chris Abernathy	Dallas	TX
Illume Training, LLC			DALLAS	TX
Illuminate Education		Dave Buzard	Irvine	CA
Image API, LLC		Karen Viscontin	Tallahassee	FL
ImageNet Consulting Houston			Oklahoma	OK
Imagine Excellence, Inc		Kyra Hardwick	Houston	TX
Imagine Learning			Provo	UT
iMar Learning Solutions LLC (Seedlyng Financial Education)	Viewed	Derrick Wesley	Van Alstyn	TX
Immanence Logistics		Jasmin Wroten	Clinton	MS
Impact Economics Partnership		William Green	Houston	TX
IMS Dodge		Cal Wr	San Diego	CA
In Class Today, Inc.		Emily Bailard	Redwood City	CA
Incitrio	Unsubmitted		San Diego	CA

Indatatech (Instant Data Technologies, Inc.)		Bede Ramcharan	San Anton TX
Independent Professional Management			Houston TX
INDU LLC dba intiGrow		Sarang Matkari	Duluth GA
Industrial Communications (SAT Radio Communications, Ltd.)			San Anton TX
inETAM Associates LLC			Santa Mon CA
Infinavate Consultancy Services, LLC		Cindy Boyd	The Wood TX
Infinite Campus (Infinite Campus, Inc.)			Blaine MN
Infinite Computing Systems, Inc.			Cedar Rap IA
Inflow Communications			Portland OR
Info Tech, Inc.			Gainesville FL
Info Technology Supply Ltd		Kelly Ball	Tulsa OK
Infopro Learning Inc.			Plainsboro NJ
Infor Public Sector, Inc.			Alpharetta GA
Infor, Inc.			Greenville SC
Informa Tech Holdings LLC		Anna Migas	New York NY
Information Builders			Houston TX
Informed K12 (Emics, Inc.)	Viewed	Jennifer Bundy	Oakland CA
InfoSystems, Inc.		Richard L Gray Jr, Cy	Chattanooga TN
Ink International			Lawrencev GA
InkGiant			the woodla TX
Inner Explorer, Inc		Iris Park	FRANKLIN MA
InnerChange Consulting Group		Kicia Carpenter	Houston TX
Innervse		Angela Johnson	Houston, T TX
Innive Inc.			Tampa FL
Innotas			San Franci CA
Innovation Impact Lab		Deetrice Wallace	Houston TX
Innovative Communication Systems (ICS)		Brent Blevins	HOUSTON TX
Innovative Consulting LLC		Dr. Nicole	HOUSTON TX
Innovative Texas Strategies LLC		Jose Medrano	Houston TX
Innove, LLC			Boerne TX
InnovsiteLLC		Hakim Abader	Decatur GA
InPlay (UnaMesa Association)		Rod Hsiao	San Mateo CA
Inquiry by Design, Inc.		Nick Resnick	Fort Worth TX
Insight Global Inc.			Houston TX
Insight Investments, LLC		Chris Strawn	The Wood TX
Insight Networking (Calence, LLC dba Insight Networking)			Austin TX
Insight Public Sector, Inc.			Tempe AZ
Insource Technology Direct, LLC		Julie Black	Houston TX
Inspiring Insight (The Children's Carousel Academy)			Desoto TX
Instant Data Technologies			San Anton TX
InstantServe LLC		Simrat Khela	Wayne PA
Institute for Building Technology and Safety		chris Miller	VA VA
Instructure, Inc.		Craig Smith	Salt Lake ( UT
InSync Education (Parents K12)			Clarksville MD
INT Systems LLC			Houston TX
Intech Southwest			San Anton TX
Integrity (Integrity, LLC)			Houston TX
Integrity Training Solutions (Integrity, LLC)		Cynthia Nevels	Dallas TX
Integrated Health Solutions		Sherita Flowers	Houston TX
Integrated Marketing Systems		Brannon Cody	San Diego CA
Integrated platforms, Inc.			Sugar Lan TX
Integrated Solutions Consulting		Dan Martin	Edwardsvil IL
Integration Partners Corporation		Glenn Riley	Lexington MA
Integrity Operations		Christopher G. Towns	Katy TX
Intelitek, Inc.		Sally Robinson	Derry NH
INTELLECTYX INC	Viewed	Raj Joseph	Denver CO
Intelliit Sales			Houston TX
IntelliTime Systems Corporation			Santa Ana CA
Intercontinental Integrated Systems			Conroe TX
International Business Machines			Houston TX
Enterprise Software (Intrinity Incorporated)			Waterloo ON Canada
Intervene		Aaron McCloud	Houston TX
InTouch GPS			Lakeland FL
InTouch Receipting (Integrated Register Systems, Inc.)			Tacoma WA
Intrado Interactive Services Corporation	Viewed	Nate Brogan	Joplin MO
Intrigue Medical Billing & Physician Services		Renette Horton	McKinney TX
Inventive Patriots, LLC		Laura Ruffino	Manor TX
Inventive Technology, Inc.		Craig McKenna	Wetminste CO
Invest in Yourself LLC		Shaughn Thomas	Pearland TX
Invo Healthcare Associates (Invo Healthcare Associates, LLC)			Jamison PA
INVZBL (INVZBL, LLC)		Christian Turner	Austin TX
Ion Wave Technologies, Inc.		Erin Williams	Springfield MO
IOS Acquisitions LLC		Susan Kennedy	New York NY
IoT Professional	Viewed	Sales Department	Alexandria VA
IPC Global Services (InProcess Consulting, LLC)			Alpharetta GA
IPEVO Inc		Rita Kuo	Sunnyvale CA
IPM Asset Solutions, Inc.		Steve Young	Houston TX
IPSecure, Inc.		Geri Williams	San Anton TX
IP Terra International Corporation		Celerino Torres	Houston TX
IQM2 Inc.			Ronkonkoi NY
iQuiriousKids Inc.		Sachin Padhye	Katy TX

I-Raos, Inc		Prabha Radhakrishna	Pearland	TX
Iris Communication Solutions LLC (Glenn Brooks)		Glenn Brooks	Houston	TX
Iron Mountain			Houston	TX
IronForge Systems,Inc			Lakeway	TX
IronYun (IRONYUN INC. USA)		Mai Truong	Stamford	CT
Irving Hernandez			Austin	TX
ISE International Group		Ivonne Cameron	Bethesda	MD
ISI AUTOMATION INTL INC			San Anton	TX
ISI Detention (Argyle Security)			Houston	TX
IST Century Technologies, Inc (Information Systems of Florida, Inc (ISF))			Round Rock	TX
Istation (Imagination Station, Inc.)	Viewed	Jeff Brooks	Dallas	TX
IT Installs (BBSC Corp)		Bud Leonard	Sarasota	FL
IT Partner LLC			Wilmington	DE
iTAD Solutions (Taber Group, Ilc)		Jim Johnson	Euless	TX
ITAD USA		Jeffrey Johnston	Carrollton	TX
iTech Devices INC		Kevin A Martin	Fremont	CA
iTech US, Inc.			Dallas	TX
ITEXPERIENCE INC		Silver Ehiwario	Houston	TX
ITExpertUS Inc		Harry Mohan	Schaumburg	IL
ITG AMERICA LLC			San Jose	CA
ITG Associates, LLC			Conroe	TX
ITRG Secure			Georgetown	TX
Its Your Time To Flourish		Chandra Livingston	Houston	TX
ITSavvy			Addicks	IL
itsQuest, Inc.			Lubbock	TX
iTutor		Kristi Dorman	Jericho	NY
Ivalua, Inc.			Redwood City	CA
Iveda Solutions			Mesa	AZ
iWRITE (I Write)		Melissa Murphy	Houston	TX
IXL Learning, Inc.	Viewed	Diane Borgwardt	San Mateo	CA
J C Currey			El Paso	TX
J Frank Consulting (Joan Frank)			Fairfield	TX
J R Downes Audio/Video Compny (John Downes)			Irving	TX
J. Hartman		Julie Irvin Hartman	Tomball	TX
J.F. Carter Solutions, LLC			Houston	TX
J3 Global, Inc			Houston	TX
j5create (Kaijet Technology International Limited Inc)		Kevin Filippi	Kennesaw	GA
JABIS Security Services		Bryan Fugate	Austin	TX
Jack Jones			Los Angeles	CA
JADE distributing			Humble	TX
JAGGAER		Ron Burkhardt	Morrisville	NC
Jaguar Security & Investigations Corp (American PROTECTION ACADEMY)		MAHER HUSSEINI	HOUSTON	TX
Jaime Rios Financial Services Inc. (Money Concepts International Inc.)		Jaime Rios	Corpus Christi	TX
Janet Wachs			Houston	TX
JANGA Technology, LLC.			Pharr	TX
Jaspertronics			Carthage	MO
jazzy ladies & sophisticated men modeling and etiquette school (paris william)		paris nicole williams	sugarland	TX
JC Stonewall Constructors, LP		Jerid Colwell	Houston	TX
JC's Digital Office Equipment		Joseph Cook	Spring	TX
JDi Data Corporation			Fort Lauderdale	FL
Jelani I. Productions, LLC.			Houston	TX
Jelly IT			Dayton	TX
Jennifer Simpson			Evans	GA
Jerry Gaither Enterprise		Jerry Gaither	HOUSTON	TX
Jewels and Gems Tutoring Services, LLC		LaTashia L Robinson	Mcdonough	GA
JHT Inc. (Jardon Howard Technologies)			Orlando	FL
Jigsaw Learning LLC (TeachTown)		Kimberly A. Johnson	Woburn	MA
Jive Communications, Inc			Palatine	IL
JLL (Jones Lang LaSalle, Americas, Inc.)			Houston	TX
Jocelyn A Chadwick,PhD (Jocelyn A. Chadwick)		Jocelyn A. Chadwick	Arlington	MA
Joetech Services		Okechukwu Joseph	Houston	TX
Johnson Atala & Associates		George Atala	Houston	TX
Johnson Consulting (Adrian B. Johnson)			Houston	TX
Johnston Technical Services, Inc. (dba JTS) (JTS)		Kyle Fuller	Dallas	TX
Jon M. Warren, LLC		Jon Warren	Decatur	TX
Jones Walker LLP		Ronald C. Green	HOUSTON	TX
JORMIC IT SOLUTIONS		Shae Cowels	DETROIT	MI
Jorrie Martin LLC			San Antonio	TX
Jose Villarreal Consulting Services		Jose Villarreal	Houston	TX
JotForm		Steve Hartert	San Francisco	CA
Journeys Managing Group LLC		Sarah	Houston	TX
JPI Data Resource (JPI, LLC)		Mandi Clouatre	Gonzales	LA
JPMorgan		Joanna Caudillo	Houston	TX
JPMorgan Chase			Fort Worth	TX
JS&D Sports Development Outreach Ministries		Jimmie Sims	Humble	TX
Junior Library Guild			Plain City	IL
Justice IT Consulting			Burleson	TX
JW Affinity IT			Smyrna	GA
JXC Communications LLC		Chris De La Cruz	Houston	TX
K12 Alerts (Message Logix, Inc.)			White Plains	NY
K-12 Dynamics		Larissa Daily	Dallas	TX



K12 Food Pros		Terry Brown RD SNS	La Mesa	CA
K12 Insight			Herndon	VA
K12Marketplace LLC		Dalton Williams	Ozark	MO
K12Savings (Textbook Brokers Inc.)		Dylan Silkey	Sparta	MO
K2 Consulting (K2 Construction Consultants, Inc.)			Bethesda	MD
Kagan Publishing & Professional Development			San Clemente	CA
Kajeet			McLean	VA
Kaleidoscope Solutions (S & S Educational Consultants)			Spring	TX
KAMICO Instructional Media, Inc.		Kathy Michael	Salado	TX
Kaplan Early Learning Company			Charlotte	NC
Kastech Software Solutions Group (Kastech Solutions LLC)		Suresh Katamreddy	Houston	TX
Kathleen Davis, RN, LPC, LCDC, NBCC			Friendswood	TX
KATTA INFOTEK INC		VENKATA KATTA	HOUSTON	TX
KCP Educational Consulting (Kristi Clarkson Pharaon)		Kristi Clarkson Pharaon	Brenham	TX
Keeping Your Kids Safe		Tabatha Barron	Pearland	TX
Kehr Technologies		Jennifer Kehr	Plano	TX
Ken Task			San Antonio	TX
Kennesaw State University iTeach (Elkins Pointe MS)		Hale	Kennesaw	GA
Kermode Education		Sean Campbell	Kamloops	BC Canada
KESHA'S KARING ARMS			HOUSTON	TX
Keter Environmental Services		Mike Dotas	Indianapolis	IN
KevTeaches, LLC		Kevin Thompson	Sugar Land	TX
Keys to Literacy		Colleen Yasenchock	Rowley	MA
Keystone Resources (Keystone Resources, Inc.)			Houston	TX
Keytonex, Inc		Sheridan Chambers	Santa Monica	CA
KGBTexas Communications		Elizabeth Black	Houston	TX
Kickboard, Inc.			New Orleans	LA
Kiddom			San Francisco	CA
KIDS ROBOTIC ACADEMY, LLC			HOUSTON	TX
Kids U US Inc. (DBA Fueling Brains)		Dr. Anil Karim	Houston	TX
Kids' Powerhouse			Friendswood	TX
Kidz Knect Resource Center	Viewed	Sharon D Talley	Houston	TX
Kiln Services of North Texas		Jeffrey H. Woodson	Highland	TX
Kim Nugent Enterprises		Kim Scheve Nugent	HOUSTON	TX
Kinetic Potential Scholars (Digital Network Group)			Largo	MD
Kingdom Security, LLC			La Porte	TX
Kingham Dalton Wilson, Ltd.		Glen Weidemeyer	Houston	TX
Kingsbridge Holdings, LLC			Lake Forest	IL
KIS (Sable Computer Inc)			Fremont	CA
Kishmorr Productions, LLC		Lori Morris	Huffman	TX
KJH Consultant Services (Karla J. Horn)		Karla J. Horn	Houston	TX
KLD PLAYSCAPES USA (TWO WORD COMPANY LLC)		Junior	Boca Raton	FL
KMD Hospitality (KMD Hospitality LLC)		Annette Lansdowne	Humble	TX
KMM TECHNOLOGIES		Rajesh deshbatla	Rockville	MD
knovitas llc			Sugar Land	TX
Knowledge Transfer Consulting Services, Inc		Sarah Gwaltney	Eagan	MN
KNOWLEDGE-FIRST EMPOWERMENT CENTER (KNOWLEDGE-FIRST, II			Houston	TX
KnowledgeNet (KnowledgeNet Enterprises LLC)			Tempe	AZ
KNS IT Group Inc		Abdus Sikder	Round Rock	TX
Kologik dba COPsync (Kologik)		Jan A. Roe	Baton Rouge	TX
Komputer Plus Peripherals			Houston	TX
Konica Minolta Business Solutions USA Inc.			Houston	TX
Konnecting the Dots			Houston	TX
Kontrol Payables		April Peel	Spokane	WA
KQ GLOBAL TRANSPORTATION LLC (KQ TRUCKING LLC)			Houston	TX
Kratos Technology & Training Solutions, Inc.			San Diego	TX
Kstreet International Inc		Bryan Jiang	Houston	TX
Kuder (Kuder, Inc.)			Adel	IA
Kyndryl, Inc			New York	NY
L&S Associates, LLC		Jacqueline Lookabau	Montgomery	TX
La Capra Associates, Inc.			Boston	MA
Lab Resources, Inc		Rhonda Brown	Tomball	TX
LABUSA (LAB Information Technology Incorporated)			Pearland	TX
Laddering Your Success, LLC		Festus Amoye	Houston	TX
Lady Liberty Group LLC		DeAynni Hatley	Eufaula	TX
Lakeshore IT Solutions, Inc.			Fox Lake	IL
Laksh Corporation		Naresh Garg	Flower Mound	TX
Lan Nguyen		Lan Nguyen	Houston	TX
Language Link, LLC		LaShonda Fields	Cypress	TX
Lanier Consulting and Technology Service (RMLanier Enterprise, LLC)		Roy M Lanier	Laredo	TX
Lantana Communications		Esther Rico	Fort Worth	TX
Larocke Company			plano	TX
Larsen & Toubro Limited, Inc.		Juan Pablo	Fairfield	CA
Laser Connection (Leonard Connelly Enterprises)		Frank Gonzalez	Oldsmar	FL
Laser Imaging (Hallmarks Laser Imaging)		Scott Hallmark	Houston	TX
Laserfiche (Compulink Management Center)			Bryan	TX
Latencie Electronics		Carl Jones	Houston	TX
Launch Point CDC, Inc.		Ivory Mayhorn	Houston	TX
Laura Aguirre		Laura Aguirre	Houston	TX
Laura Lloyd Design			Pearland	TX
Laureate Learning Systems Inc			Winooski	VT

LaVondia Menephee		LaVondia Menephee	Houston	TX
LBNM Corporation		Tajudeen Bakare	Richmond	TX
LEAD Educational Services (William Price)			Missouri C	TX
LEAD Houston (Letting Everyone Achieve Dreams)		Dejon Banks Hawthor	Houston	TX
Lead365 Consulting			Oswego	IL
Leading Testing Laboratories, LLC			Katy	TX
LEARN		Kerry Mobley	Lubbock	TX
Learn by Doing, Inc.			Chicago	IL
Learn Lounge (314 Easy Math, LLC)			Houston	TX
Learn21 (Learn21: A Flexible Learning Collaborative)		William Fritz	Cincinnati	OH
Learning Forward Texas		Wendy Cavett	Roanoke	TX
Learning List, Inc.			Austin	TX
Learning Omnivores (William Sommers)		William A Sommers	Austin	TX
Learning Services (Destination Distribution Co. LLC)			Eugene	OR
Learning Through Sports, Inc.			BIRMINGHAM	AL
Learning Tools (Aurora L Hart)			Humble	TX
LearningStation, Inc (LearningStation.com, Inc.)			Charlotte	NC
LearningTimes, LLC			New York	NY
LearnPad Inc			Austin	TX
LearnZillion		Matthew Kennard	Washington	DC
Leepopo Corporation, Inc		Chris Ndukwe	San Antonio	TX
Legends Do Live		Jarren Small	Missouri C	TX
Legends of Learning			Laurel	MD
LEGO Education		Jennilee Haber	Boston	MA
Leidos, Inc.			Maitland	FL
Leken Translations	Unsubmitted	Douglas Kileteny	Tyler	TX
LenSec LLC. (Progressive Systems LLC.)			Houston	TX
Lepinay Publishing LLC		Valentin Lepinay	Sheridan	WY
Lexine Group (Lexine Inc)		Frank Martinez	McAllen	TX
Lexplore (Lexplore, Inc.)			Cave Cree	AZ
Liaison AI			Austin	TX
Libera Inc.			Jamestown	NY
Libra-Tech Corporation		Penny Gromatzky	Argyle	TX
Life Enhancement Services		Kim Roundtree	Washington	DC
Life is Learning, Inc.		Judy L Zimny	DALLAS	TX
Lifetime Consulting Services (Mona Lisa Chambers)		Mona Lisa Chambers	Houston	TX
Lighthouse Groups LLC		Leon T Harris Jr	Saint Louis	MO
LightRiver Technologies, Inc.			Concord	CA
LightSail, Inc.		Mike Bleiwas	New York	NY
LightSpeed Technologies, Inc.		Terri Steppe	Wall	NJ
LIMITLESS GROUND TRANSPORT, LLC			HOUSTON	TX
Linder Consulting LLC			AUSTIN	TX
Link America, LLC		CindyViana	Plano	TX
LinkIt! (Advanced Assessment Systems)			New York	NY
Liquid Studio Group		Gene Belmares	Laredo	TX
Lisa K Bailey		Lisa Bailey	Missouri C	TX
Lister Technologies, Inc.			La Quinta	CA
LitePol, LLC			Houston	TX
Literacy Architects (The Literacy Architects, LLC)		Seema Ramji	Dallas	TX
Literacy Solutions PD, Inc.			Beacon	NY
Literacy Strategies Consulting, LLC		Jessica Langan	New York	NY
Littera Education			WAPPING	NY
Live Green Teams (CALPAA, Inc)			Seattle	WA
LivingTree (Snowflake Technologies Inc.)			Austin	TX
LMG Technology Services LLC		Lloyd Gauthier	Houston	TX
LMK Technologies		Joshua Gass	Ottawa	IL
Logical Front			The Wood	TX
Logical Solutions, Inc			Richardsot	TX
LOGIX Communications (LOGIX Communications, LP)			Houston	TX
LogixService Inc. (AMTEK)		Van Boone	San Clemente	CA
Lone Star Security Shield, Inc.		Roy Morales	Houston	TX
Lone Star Telemedicine Services Inc.		Stanton Packard, M.C	Pasadena	TX
Look to Success, LLC (Michelle Lee Pina)		Michelle L. Pina	Houston	TX
Love Advertising	Unsubmitted	Joel Rottier	Houston	TX
Lovescaping LLC		Irene Greaves	Houston	TX
Low Voltage Cabling Group, Inc.		Verna Jones	Tulsa	OK
Lowes Companies Inc		Joe Ratcliff	Mooreville	NC
LPH Enterprises (LPH Enterprises, LLC)			Friendswo	TX
LQI Consulting Group, LLC		LaQuetta Washington	Round Rock	TX
LSI Computers Inc.			Houston	TX
L-Sync, LLC		Joe N. James	Grand Prai	TX
Lucy Anderson		Lucy Anderson	Houston	TX
LUMAR Ventures (Luis M Dueno Medina)		Luis M Dueno Medina	San Antonio	TX
Lumen Touch			Kansas Cit	KS
Lunsford Illuminations Inc.			Lubbock	TX
Lurie, Ilp		Jeffrey Locketz	Minneapolis	MN
LVC Technologies, LLC		August Skopik	Rosenberg	TX
LY Electronics USA (Global XLR)		Tom Ren	Bellaire	TX
Lyceum (Institute for Civic Education in Vietnam)	Viewed	Anhlan Nguyen	Houston	TX
Lyncverse Technologies			Houston	TX
Lynn Gomes, LLC (Lynn Gomes)			Houston	TX

Lynx Fire and Security, LLC		Scott Capunay	Houston TX
M&A Technology			San Anton TX
M&H Lighting Systems (Mapenzi Group)		Wayne Martin	Pearland TX
M3 Inc			Brooklyn NY
Mach B Technologies Inc			Irving TX
Macie Publishing Company			Peapack NJ
Mackin Educational Resources (Mackin Book Company)			Burnsville MN
Magic Software Pvt Ltd			New York NY
Main Stop Testing Svcs		RJ Williams	Houston TX
Main Street Computing (Hoover Blanket, Inc.)			East Auror NY
Mainfreight		Marshall Nachtman	Kent WA
Majestic Transportation		Evan Gentry	Pearland TX
MakeMusic, Inc			Eden Prair MN
Makr U		Karla Koop	Spring TX
Malachi National Corporation			HUMBLE TX
Malor & Company Inc		Garly Benoit	New York NY
Malum Terminus Technologies Inc (Malum Inc)		Michelle Simpson	Coralville IA
Mannheim Tech. LLC			Houston TX
Marathon Partners Consulting			Moon Tow PA
Maria Mercedes Champion			San Anton TX
Marie Bou K12 inc.		Linda Lulic	Plattsburg NY
Mark Collins Construction LLC			League Cit TX
Mark III Systems			Houston TX
Mark J. Rogers			Austin TX
Mark Matranga			Fort Worth TX
Mark Mills		Mark	Canal Win OH
Marketing Addiction Inc.		Marketing Addiction Ir	Houston TX
Marlon A Smith Enterprise LLC		Marlon Smith	Fresno TX
Marseal Group		Jesse Roth	Roanoke TX
Marshall Cavendish Education			Tarrytown NY
Martin Yarborough & Associates			Fort Worth TX
Marvin Pierre (Dudley Marvin Pierre)		Dudley Pierre	Houston TX
Mary Benton Communications and Public Affairs		Mary Benton	Houston TX
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)		Terry Davis	HOUSTON TX
MatchMe Learning		Match Me Learning, L	Atascocita TX
Material Holdings, LLC	Viewed	Gaurav Mishra	Los Angele CA
Matthew McCarrick			Indianapoli IN
MavenED	Viewed		Derrt NH
Maverick Communications, Inc.			Beaumont TX
Max Interactive, Inc		Robin Moore	costa Mes CA
Max Scholar			Dallas TX
Maxim Healthcare Staffing Services, Inc.		jadd Martinez	San Luis C CA
MAXIMUS	Viewed		McLean VA
MBI Solutions LLC		Manish Jaiswal	Austin TX
MCA Communications			Houston TX
McAfee, Inc			Santa Clar CA
MCCi			Tallahasse FL
McConnell & Jones LLP		Sharon Murphy	Houston TX
McGraw Hill LLC		Customer Service	Chicago IL
McLane Technology Partners		Sammie Hodges	Temple TX
McMaverick Inc (DBA: Apex Solutions)		Maria Mercedes	San Diego CA
MCP Professional Services (Dr. Deloris L. Nelson)		Dr. Deloris L. Nelson	Houston TX
MDL Enterprise, Inc.			Houston TX
Measurement Incorporated			Durham NC
Mechanical Materials, LLC		Jackie Herrera	Dickinson TX
Mechdyne (Mechdyne Corporation)		Alexis Gallagher	Marshallto IA
Medi Lab Career Institute			Rosharon TX
Media Design Group			Covington TX
MediaVate (MediaVate LLC)		Warren W. Woolsey	Spring TX
Medical Avatar			New York NY
Medisouth Store (Vadii Inc)			Houston TX
Medixsoft Inc		Roldolfo Hernandez	Lewisville TX
Meeting Tomorrow			Chicago IL
Megan McCarter		Megan McCarter	Portland OR
Melanie Canedo		Melanie Canedo	Corpus Ch TX
Melba Figueroa (HonestRx Consulting LLC)		Melba Figueroa	Southlake TX
MentoringU, LLC		Traci Synatschk	Austin TX
MenuLogic K12 (Foodworks Technologies)		Kayla McDaniel, MS,	Fishers IN
MERCER TECHNOLOGIES FIRM			Gary IN
Meredith Digital			torrance CA
Meridian Systems (Meridian Project Systems, Inc.)			Folsom CA
MES Technologies LLC		Quentin Smith	Houston TX
Metova, Inc.		Josh Smith	Conway AR
MetriTech, Inc.			Champaign IL
Meveau (Mercedes Watkins)		Mercedes Maldonado	Houston TX
MGT of America, Inc.			Tallahasse FL
MIAT Institute of Technology (MIOA-Inc.)			Houston TX
Michael Best Strategies			Austin TX
Michael Swierk (Extreme Networks, Inc.)		Michael David Swierk	Morrisville NC
Microsoft Retail (Microsoft Corporation)			The Wood TX
Micro Connectors, Inc		Paul Lane	Hayward CA

Micro Integration (Micro Integration & Programming Solutions, Inc.)		David Patterson	Houston	TX
Microburst Learning, LLC		Ann Brown	Columbia	SC
MIDAS Education		Megan Harney	Kirkland	WA
Midstate Energy, LLC, A Veregy Company		Vince Esparza	Phoenix	AZ
Midtown Personnel Inc		Molly O'Reilly-Pol	washington	DC
MidwesTech Consultant		GENE FOSTER	Barnhart	MO
Mightybookjr.com			Houston	TX
Mile A Minute Logistics LLC		Abigail Robinson	Huffman	TX
Milestone C LLC		David Conelias	Shelton	CT
Mills Systems Solutions, LLC			Farmers B	TX
MIND Research Institute			Irvine	CA
Mind Your Gaps		Jyothi Shankar	Plano	TX
MindPlay (Methods & Solutions, Inc.)		Nora Quintero	Tucson	AZ
Miracle Software Systems, Inc		Anil Datla	Novi	MI
Mirage Software Inc. DBA Bourntec Solutions Inc. (Bourntec Solutions Inc.)		Srujana gudur	Schaumbu	IL
Mission Milby C.D.C.	Viewed		Houston	TX
Mission Squash		Luna Rey	Houston	TX
Mitaja Corporation		Mihir Patel	Fulton	MD
Mitel Business Systems, Inc.			Houston	TX
Mixxdd Marketing		Marin Cantu	Kenedy	TX
MJHayes Inc. dba Your It Solution (MJ Hayes, Inc.)		Michael Wayne Whit	Mansfield	TX
MJR EDUCATIONAL SUPPLIES	Viewed	Merry Biswas	Houston	TX
MMG Consulting Partners (Maryland Grier-Union)		Maryland Grier-Union	Houston	TX
MNB Services		Alicia D Brown	Houston	TX
MNJ Technologies Direct Inc.			Buffalo Gr	IL
Mobile Programming			New York	NY
MobyMax	Viewed	John Jennings	Sanford	NC
Modified Logic		Heather Abshier	Prosper	TX
Mojo Networks		Cherie Martin	Mountain \	CA
Mometrix Media LLC		Jay Willis	Beaumont	TX
Momix Solutions			Dripping S	TX
Mommy and Me: The Listers		Crystal Lister	Cypress	TX
Monarch (The ELD Experts LLC)		Chase Gonzales	San Franci	CA
Monarch Academy		Ivy Curtis	Spring	TX
Monarch Teaching Technologies, Inc.		Jane Lord	Cleveland	OH
Monica Blackshire LLC		Monica Blackshire	Cypress	TX
Monocoque Diversified Interest			Austin	TX
Monoprice (Monoprice, Inc.)			Rancho Ct	CA
Monster Technology LLC		Collin Mitchell	Lawndale	CA
Moondrop Entertainment LLC		Rob Seitelman	San Franci	CA
Moore Counseling and Psychological Services (Lorenzo Moore)		Lorenzo Moore	Houston	TX
Morgan Elite Specialist Services		Matthew Morgan	Richmond	TX
Morris Boiler Service (JEMDSI, Inc.)			Mercedes	TX
Motion Matters Inc			Fairfax	VA
Motorola Solutions, Inc			Spring Bra	TX
Motorola Solutions, Inc.			Houston	TX
Moyers Group (Wala Productions)			Lubbock	TX
MPact Consulting (Detra D. Johnson)		Detra D. Johnson	Humble	TX
MPACT STRATEGIC CONSULTING, LLC		Angelique Bartholome	Houston	TX
MPO Solutions LLC		Monica Osorio	Arlington	TX
Mpulse Healthcare & Technology			Sugarland	TX
MRC Smart Technology Solutions (MRC a Xerox Company)			Livermore	CA
MRI of Dallas Parkway, LLC		Sabrina Al-Baki	Plano	TX
MSys inc		Raj Mani	washington	DC
Multiview Inc.		Brian Grimes	Irving	TX
Mutimedia Solutions, Inc.			Naples	FL
Mvation Worldwide Inc.		Barry Weinstein	NEWYOR	CA
MVHL Consulting, LLC		Eliot Lee	San Anton	TX
Mvix (USA), Inc.			Sterling	VA
MWH PUBLIC RELATIONS			HOUSTON	TX
My Connect Community		Shamsa Winnegar	Houston	TX
My Tutor Helps Me Educational Services LLC		Dametra Bryant	Douglasvill	GA
My Voluntier Operations, LLC		Miles L. Warren III	Sandy Spr	GA
MyKnowledgeMap			York	United Kingdom
MyLiveDistrict, LLC			Rancho Pe	CA
myON, LLC			Bloomingt	MN
MYS Education LLC		Randy Guttenberger	HOUSTON	TX
mytaptrack (Inspired Futures AI, LLC)		Aaron Quiggle	Enumclaw	TX
MYVRSPOT (MYVRSPOT, LLC)		Lisa Harmison	FORT COL	CO
Naiku			Edina	MN
Namitzi Yoga (Mitzi Henderson)		Mitzi Henderson	HOUSTON	TX
nancy's i.t. guy (Nancy Walker)			Wilson	TX
Nathalie Holmes (Natalie Holmes)	Viewed	Nathalie Holmes	North Holly	CA
National Alliance for Mental Health & Substance Abuse Recovery		Quincy Citizen, PhD	Houston	TX
National Education Foundation (NEF)			McLean	VA
national led		joshua pitts	Houston	TX
National Pro Video (KWP Industries, LLC)		danielle parnell	Pearland	TX
National Reading Styles institute (NRSI)			Syosset	NY
NATIONWIDE POWER SOLUTIONS, INC.			HENDERS	NV
Naviance, Inc.			Arlington	VA
NaviGate Prepared (Lauren International)		Jennifer Westfall	New Phila	OH

NaviSite, Inc.		Robert Polson	Frisco TX
Nazca Technologies and Consulting LLC		Josh Chessher	MONTGOMERY TX
Ne Flow Services			Kemp TX
Nearpod Inc.			Dania Beach FL
NEC DISPLAY SOLUTIONS OF AMERICA	Viewed	Leigh Delhotal	DOWNERS GROVE IL
NEDRP, LLC (RD360 EDUCATIONAL CONSULTING)		John Hauser	Canyon Lake TX
Neethu George			Denver CO
NEI Datacom (Nemmer Electric)			Waco TX
Neighborhood Enrichment Xchange		James Joseph	Houston TX
Neighborhood Schools Inc.		Zulia Hernandez	Houston TX
Nepris, Inc.		Omoniyi Odunaiya	Austin TX
NerdsToGo (WDA Hoc Nostrum, LLC)		David Alcorn	Kemah TX
NerdsToGo Katy (Oradom Enterprises LLC)			Katy TX
NERDY BIRDIE (ENOVATEKK)			THE WOOD TX
Net Sales Direct (Foxhoven Inc.)			The Wood TX
Net Star IT Consulting (Net Star Systems, LLP)			Pearland TX
Netdepot		Cindy Trevino	Spring TX
NetSupport Inc			Alpharetta GA
Netsweeper Inc		Lance Rosenberg	Dallas TX
Netsync Network Solutions			Houston TX
NetVersant Solutions II, LLC			Houston TX
Netvious (Netvious LLC)			Dallas TX
Network Cabling Services, Inc.		Margie Teel	Houston TX
Network Communications International Corp.		William L. Pope	Longview TX
Network Craze Technologies Inc			Pittsburgh PA
Network Services Solutions LLC		Lance Torgerson	Reno NV
NEUFELD LEARNING SYSTEMS INC.			LONDON ON Canada
NeuMinds Behavioral Healthcare		Tyrone Dixon	Sugar Land TX
New Beginnings Nurturing Center		Dieisher Rhone	Spring TX
New Horizons Computer Learning Centers, Inc.			Dallas TX
New Horizons Dallas (TOPTALENT LEARNING LLC)		Dean Kothia	Frisco TX
New Teacher Center			Santa Cruz CA
New Tech Solutions, Inc.			Fremont CA
Newbart Products, Inc.		James Rios	Houston TX
Newcastle Communications (Gioia P Ambrette Inc., dba Newcastle Commu		Joseph Mansfield	New York NY
Newegg Business Inc.	Viewed	Ivan McClain	City of Indianapolis IN
Newline Interactive (Newline Interactive Inc)		Kevin Wang	Plano TX
Newmark Learning		Randi Machado	New Rochelle NY
Newspring	Viewed		Houston TX
Nexlar Security, LLC			Katy TX
Next Era Equipment Export LLC		Nick Nwoke	Houston TX
NextgenID, Inc.			San Antonio TX
Nexus IS Inc. (Nexus IS)			Houston TX
NexusEdge Education, Inc.			Santa Monica CA
nFocus Solutions			Phoenix AZ
Nichelle Pinkney, The Urban Scholar, Independent Consultant (Nichelle Pini	Viewed	Nichelle Pinkney	Houston TX
Nieto Technology Partner		Daniel Saenz	Spring TX
NIP Parking LLC		Guilherme Casalicchio	Houston TX
no bully here		TRAVIS HAMILTON	PASADENA TX
NO EGO APPAREL (NO EGO INC)		CHRISTOPHER GRAHAM	AUSTIN TX
No Excuse Today LLC		Javonne Steward	Houston TX
Nobility		Christal Eve Maxwell	Houston TX
Nodo Tech		Jordan Robertson	Conroe TX
Nomotion Software, LLC			San Antonio TX
NoodleTools, Inc.		Damon Abilock	Palo Alto CA
Nora I Benny		Nora Benny	Houston TX
Nordstar Group		Frank Parent	Houston TX
NoRedInk Corp.			San Francisco CA
NORESCO		Christi Gibson	Houston TX
NORTH SIDE KARATE			HOUSTON TX
Northwest Council for Computer Education			Coeur d'Alene ID
Northwestern University - School of Education and Social Policy (Northwest			Evanston IL
Norton Rose Fulbright US LLP		Kayla Alcaide	Houston TX
Noslar T. I., Inc.			Houston TX
NovaCopy, Inc.			Irving TX
Novalink Solutions LLC		Huu Phan	Duluth GA
Novusolutions (Inobbar LLC)			Weston FL
NS BRANDING LLC			sugar land TX
Ntersect Networks Inc.			Austin TX
NU HEIGHTS		Joe Green	Cypress TX
Nuance Communications			Costa Mesa CA
Nuemman (Nuemman LLC)			McKinney TX
Nulinx International, Inc.		Hamid Kelishadi	Tarzana CA
NuPower Systems & Services			Houston TX
Nurse-Verse, LLC			Austin TX
Nutri-Link Technologies, Inc.		Jana Lobato	Martin GA
NUU, Inc.		Joe Reynolds	Irving TX
Nuvalo LLC			Gig Harbor WA
NWN Corporation		Michelle Gamberdella	Exeter RI
Nylinka School Solutions		Desmond Williams	Kensington MD
Oak Hill Technology, Inc.		Kristen McDowell	Driftwood TX

Object Technology Solutions, Inc.	Viewed	Kalyani Sonar	Overland F KS
ObjectWin Technology, Inc.			Houston TX
Octagon Media (White Enterprises of Louisina)			Baton Rou LA
ODYSSEYWARE			CHANDLE AZ
Odysseyware (Glynlyon, Inc.)		Michael Hurst	CHANDLE AZ
OFFICE DEPOT		Tim Schroeder	HOUSTON TX
Office Evolutions Inc			Houston TX
Office Systems of Texas (Bob Peckham & Associates)			Houston TX
OFFICE WORKS (KBC OFFICE WORKS, LLC)			Houston TX
OfficeMax Incorporated			Houston TX
OfficeSource, Ltd		JC Fiornio	San Anton TX
OFIS Communications			The Wood TX
OGM SUPPLY LLC			Houston TX
O'Hanlon, Demerath & Castillo		Benjamin Castillo	Austin TX
Okta, Inc.			San Franci CA
Olivier, Inc.		Raquel Olivier	Dallas TX
OM Office Supply Inc		Neena Agarwal	Mechanics PA
Omega Roofing & Construction		Alvin Tillman	Houston TX
ON CALL STAFFING AGENCY LLC		SAM BADA	HYATTSVI MD
On Point Educational Designs and Consulting, LLC		Felicia Slayton	Richmond TX
Ondi Love Center Ministries		Jorge Casco	Houston TX
One Cellular And Repair		Syed rahman	houston TX
One Excel, LLC	Viewed		Malvern PA
One IT (CVAD Corporation)			Houston TX
One More Round Inc		Raul Gaytion	Houston TX
One Source International, LLC			Houston TX
One Way Education, LLC		Carlos Salazar	Houston TX
OneSeventeen Media		Beth Carls	Austin TX
OneTel			Salt Lake ( TX
Onix Networking Corp			Lakewood OH
OnPoynt (OnPoynt Unmanned Systems LLC)		Ron Poynter	Dallas TX
Onset Technologies		Casey McKinney	Houston TX
On-Time Truck and Trailer Fleet Service		Leland	Lexington KY
Onward Learning (Texas Special Education Software Solutions LLC)		Jeff Dominguez	Austin TX
OpenGov		paul felton	Redwood ( CA
Opensesame		JJ Ortiz	Portland OR
Operations Contracting Agency LLC		Gregory Darnell Good	Live Oak TX
OperationsXchange			South Jord UT
Optical Disc Solutions			Richmond IN
Optima Train (Delwar Enterprises LLC)		Tanvir Hossain	Houston TX
OPTIMIZATION LABS LLC			Houston TX
Optimum Consultancy Services, LLC		Nooshin Yazhari	Houston TX
Optimum Nurse Aid Skills Training	Viewed	Marie Freelon	Spring TX
Optus, Inc.			Jonesboro AR
Oracle			Frisco TX
Oracle NetSuite		Thanh-Uyen Tran	Austin TX
Origin Eight (Seth Orion Tech LLC)			Minneapolis MN
OSI Hardware		Victoria Morales	Santa Bart CA
OverDrive, Inc. (OverDrive)			Cleveland OH
Owner Insite, LLC		Steve Harper	Austin TX
Oxcyon Inc.		Kevin Michnicki	Bath OH
Ozeal Consulting Group (Oziel Enriquez)		Oziel	Sugar Lan TX
P Eugene Turner		P Eugene Turner	Waller TX
PAETEC Communications, Inc.			Houston TX
PAIR Program, LLC		Christina Taylor-Donc	Snellville GA
Paladion Networks Private Limited (Paladion)		Roger Newport	Reston VA
Panasonic System Solutions Company of North America (Panasonic Corpor		Dave Ovesny	Newark NJ
Pangea Biological (Okapi Environmental Group, Inc.)		Amy Rowland	Carlsbad CA
Panorama Education		Aaron Feuer	Boston MA
Paper Education		Shea Taylor	Montreal QC Canada
Paradigm SES, LLC			Houston TX
Paragon Roofing, Inc			Dallas TX
Paratum Solutions (Paratum Solutions, LLC)		Chris Akin	Fort Worth TX
Parent ProTech (KWI LLC)		Brock Murphy	Oklahoma OK
ParentLink (Parlant Technology, Inc.)			Provo UT
Parents Alliance, Inc		Jeannell Davila	Houston TX
ParentSquare, Inc.	Viewed		St. Louis MO
Parker and Jamison LLC		Myra Good	Irving TX
PASCO scientific			Roseville CA
PASS (Phenomenal Academic Student Success)			Desoto TX
Pass The Notes LLC			Cooper Cit FL
Passio Technologies		Scott McLaren	Atlanta, G/ GA
Pathfinder Intelligence, Inc			Tyler TX
Pathway Communications (Pathway Communications, LTD)			Lewisville TX
Pathway Education Group, LLC		Maryann Gremillion	Houston TX
PATHWAYos (Slate Solutions, Inc.)		Jennifer Bergeron	Evanston IL
Patriot Group, Ltd			Bellaire TX
Patriotic Solutions, LLC.		Michael W. Dunn	Houston TX
Patterson Dental Supply			Houston TX
PAYK12		PAYK12	Indianapoli IN
PBI			Woodland CA

PC Parts Plus		MINNEAPOLIS MN
PC Specialists Inc. (Technology Integration Group)		San Antonio TX
PC University Distributors	Sandy Ramjit	Valley Stream NY
PCA Technology Inc	Daniel Lau	HOUSTON TX
PCC Technology Group		Bloomfield CT
PCM Gov, Inc. (PCMG, Inc. dba PCM Gov, Inc.)		Los Angeles CA
PCPC Direct Ltd.	Julie Wright	HOUSTON TX
PCS Edventures (PCS Education Systems, Inc)	Suzy Haislip	Boise ID
PCS Mobile (Portable Computer Systems, Inc.)		Houston TX
PCS Revenue Control Systems, Inc.	Linda Garza	Englewood NJ
Pcubed (Program Planning Professionals)		Houston TX
PCXS SOLUTIONS (PCXS Solutions Inc)	Alex MacRae	Tomball TX
PDS (Personnel Data Systems, Inc.)		Blue Bell PA
Peak-Ryzex	Jeff Spain	Columbia MD
Pearson Clinical Assessment (NCS Pearson, Inc.)	Inbound Sales and Customer Support	San Antonio TX
Pearson Online and Blended Learning	Jane St. Pierre	Baltimore MD
Pedigo Staffing Services, LLC	Debbie Pedigo	Seguin TX
Penelton Consulting Services, LLC	Diatra Penelton James	Houston TX
PENN STATE INDUSTRIES	Pam Levy	PHILADELPHIA PA
PENWICK REALTIME SYSTEMS INC (PENWICK REALTIME SYSTEMS INC)		Sugar Land TX
People Tech		Bellevue WA
Percussion Software, Inc.		Woburn MA
Perfect Connection 501 (c)(3)	Liza Lawrence	Missouri City TX
Perfect Teamplay, Inc.	James Hudson	Houston TX
Perfection Learning Corporation		Logan IA
Performance Matters LLC	Jeanette Haren	Sandy UT
Performance Scoring, LLC.	Trevor Baker	Dallas TX
Persistent Services	Gary	Houston TX
Persolvent	Joe Hickey	Saint Paul MN
Pervasive Group, LLC	Chris Johnston	Houston TX
Petro Progressive Services		THE WOODS TX
Pfeiffer & Son, Ltd.		La Porte TX
PFM Financial Advisors LLC	Karlos Allen	Houston TX
Phantom Power Productions	Paul Aker	Missouri City TX
PHD COMMUNICATIONS, LLC	Debrah Bourk	Addicks TX
PHD Resources & Taxes	Sharanda Coleman	Houston TX
Phillip (Barker)		Houston TX
Phillip Roy, Inc.		LARGO FL
Phoenix Business Consulting		Sarasota FL
Phoenix Integrated Inc	Kelly Soliz	San Antonio TX
Phoenix Office Technology Services	Chris Nieto	Addicks TX
Phonoscope Enterprise Group		Houston TX
Phonoscope Knowledge Network		HOUSTON TX
Phonoscope Lightwave		Houston TX
Phonoscope, Inc.		Houston TX
PHS Capital LLC	Priten Shah	New York NY
PikMyKid (Sachi Tech Inc)	Saravana Pat bhava	Tampa FL
Pinnacle Data Systems LLC	Cora Mason	Birmingham AL
Pinnacle Workforce Strategies		Tucson AZ
Piper Sandler & Co.	Kit Caldwell	Houston TX
Piraino Consulting, Inc.		Conway AR
PlaBook (Circle Blocks Edu, Inc.)	Dr. Philip Hickman	Lee Summit MO
Plante & Moran, PLLC		Southfield MI
Platinum Copier Solutions (Platinum Copier Solutions LLC)		Houston TX
Platinum SLV	Steve Reed	Addicks TX
Play-well Teknologies (Tennessee Dana Bowen)	Play-Well TEKnologie	San Antonio CA
PLEXIS Healthcare Systems, Inc.	Shanna Tietjen	Ashland OR
Plexos Group LLC	Eric Kuntz	Baton Rouge LA
PMCS Services, Inc.	Madhu Basu	Austin TX
Polaris Associates, Inc.		Alpharetta GA
Porter Brown Associates	Kathey Porter	Alachua FL
Possip, Inc.		Nashville TN
Postlethwaite & Netterville APAC (Lacher)		Baton Rouge LA
Powell-Leon, LLP	Blake Powell	Austin TX
Power Associates, Inc.	Mike Hodde	Houston TX
Power of Choosing Inc.	Valerie Garza	Texas TX
PowerSchool Group LLC	Angelina Hendraka	Folsom CA
Pragma Edge Inc		Deerfield IL
Precious Stones Academy	Anetta Parker	Houston TX
Precision Business Machines, Inc. dba Advanced Graphics		DeSoto TX
Precision Medical Billing (PMB Precision Medical Billing, Inc.)		Houston TX
Precision Micrographics & Imaging, INC.	Barry Gerstenberg	Austin TX
Precision Products, Inc.		Sugar Land TX
Precision Solutions LLC	Stephanie Dalton	El Paso TX
Precision Task Group, Inc.		Houston TX
Precision Tracking Solutions, Inc.	Vicki Brelsford	Garland TX
Precocity, LLC	Stephen Smith	Dallas TX
Pref-Tech (Preferred Technologies, Inc.)		Houston TX
Prelude Systems	Craig Oliver	San Antonio TX
PREMIER & COMPANIES	Henry Melendez	NEW YORK NY
Premier Employment Agency, LLC		Rosenberg TX

Viewed

Premier LogiTech			Coppell	TX
Premier Wireless			Lea Bogle	Stafford TX
PREMIUM PUMPS & CONTROLS LLC			CHRIS CURRENCE	HUMBLE TX
Prescriptive Data Solutions			Aspen Tarkington	Dallas TX
Presidio Networked Solutions Group, LLC				Houston TX
Presidio Networked Solutions, Inc.			Andrew Rosenbaum	Lewisville TX
Presto Assistant LLC			Austin Chappell	Garland TX
Price Consulting, Inc.			Karl Schaack	Houston TX
PRICESENZ LLC			Mahendra Kumar	Irving TX
Primal Technology Services, LLC			Brandon LeBrun	Baton Rou LA
Primary Software Solutions			Denise Ansley	New Wave TX
PRIME SYSTEMS / DIRECTRON.COM			Karla Campos	HOUSTON TX
PrimeroEdge (Cybersoft Technologies, Inc.)				Houston TX
PRINCETON IT SERVICES, INC.			Asha Gutta	New York NY
Print Package Postal (Incept LLC)			Grey Bonin	Magnolia TX
Pristine-Plus (Pristine Plus Ventures LLC)			Kenneth Onwodi	Sugar Lan TX
Pro Tech Mechanical, Inc				Corpus Ch TX
Proactis				Newport N VA
Probolsky Research				Newport B CA
Proctor360 (Proctor360 Inc)			Ganga Bathula	Richmond VA
Prodigi, LLC				Corpus Ch TX
Prodigy Community Development			Shenita Sneed	Spring TX
Prodigy Presenters (IFG Enterprise LLC)			James Brown	Missouri C TX
Productive Ventures			Dundra Hollins	Spring TX
Professional Credit Service (Ray Klein Inc)				Vancouver WA
Professional Fone Management, Inc.				Houston TX
Professional Software for Nurses, Inc. (PSNI)				Amherst NH
Proforma Angelini & Associates (Angelini & Associates LLC)				Houston TX
Project ELL (eduProject ELL, LLC)				Plano TX
Project Execution 4 U (Mordecai Holdings Inc)			Chris Rhodes	Houston TX
Project Gametime LLC	Viewed		Kenrick Wagner	Riverview FL
Project Social LLC (1991)			Justin Hicks	Conroe TX
Projectmates Software (Systemates, Inc.)			Hemant Bhawe	Richardson TX
Projects-Matter (Projects-Matter LLC)				Houston TX
ProLogic ITS (ProLogic ITS, LLC)			Paul Sprayberry	ACWORTH GA
Promise Source Logistics LLC			Steven Brown	Williston SC
Pronto Shipping and Packaging Services Inc.			Tramell Kukoyi	Houston TX
Proofpoint, Inc.				Sunnyvale CA
Proposal Riordan				Austin TX
Proscalar				Austin TX
Prosperity Project Management LLC (N/A)			Jousett Service	Washington DC
Prosus, Inc.			Johnny Nguyen	Bellaire TX
Pro-Team Foodservice Advisors, LLC.			Paul Mackesey	Madison WI
PROTECHT Management Group, LLC			David Misko	Austin TX
Protection Engineering Consultants LLC			Brandon Kehl	Austin TX
Protiviti			Michael Porier	Houston TX
Protiviti Government Services	Unsubmitted			Alexandria VA
Provantage LLC			Shuwen Wu	North Canton OH
Providence Office Products LLC				Conroe TX
Province Holdings LLC				Houston TX
PROVOX Systems, Inc.				McKinney TX
PS Ellinopoula LTD			Anna Sakkis	Oakland CA
Pseudosquare			kashif Ali	Lahore Punjab Pakistan
psitechnology Inc. (Petrosys Solutions Inc.)			Irene Griffith	Bellaire TX
PSST, LLC (PSST Acquisition, LLC)			Jana Rutkowski	Louisville KY
PST Services, Inc., a McKesson company (PST Services, Inc.)				The Colon TX
PTM Document Systems				Santa Rosa CA
Public Alliance	Viewed			San Antonio TX
Public Consulting Group, Inc.			Dan Wistman	Boston NC
Public Works LLC			Eric Schnurer	West Chester PA
PuckettPro (PuckettPro Inc)			Dan Puckett	TX TX
Pure Lighting Company			Alexandra Litvin	Wayne NJ
Pure Speed Lightwave				Houston TX
Pure Storage				Austin TX
Purity Technology, LLC			Travis Valadez	Cypress TX
Purposeful Parents			KRYSTAL SIAS	Webster TX
PVH Consulting Group LLC			Patricia Hayes	Pflugerville TX
PWXpress	Viewed		mary miller	Jacksonville FL
QA Systems, Inc				Austin TX
QC TV Corp.				Houston TX
QCTV Corp. (QC TV Corp.)				Houston TX
Qing 21 Consulting & Marketing (Q21) (Tommy Elerby Jr)			Tommy Elerby Jr.	Humble TX
Qlovi (Acias, Inc)				New York NY
Q-Star Technology				Torrance CA
Quackenworth				Culver City CA
Quality and Assurance Technology Corp (QnA Tech)			Marcos Merced	Mount Sinai NY
Quality Associates Inc.				Fulton MD
Qualtrics			Jason Michael Stanto	Provo UT
Quasar Data Center				Houston TX
QuaverMusic.com, LLC			Jason Howes	Nashville TN
Qubit Logic, LLC			Barry Khan	Richmond TX



Queinnise, LLC	Queinnise Miller	Duncanville TX
Quest Software	Peter Castine	Dublin OH
Questica (Questica Ltd.)	Jeanette Lampe	Huntington CA
QuestMark Information Management, Inc.	Beth Ludeke	Houston TX
QUILL CORPORATION		LINCOLN IL
QVS		ROMULUS MI
R.A.K.I. Computers (R.A.K.I. Group Inc.)		houston TX
R.I.G.O.R.		Houston TX
R3 Collaboratives Inc	New Partnerships	San Francisco CA
Rachel Brownlie		Houston TX
RADgov, Inc.		South Plain NJ
Radio Engineering Industries, Inc. (REI)	Proposal Writer	Omaha NE
Radio One of Texas, II, LLC (Urban One, Inc.)	Karen Wishart	Silver Spring MD
Rainbow Health LLC	Shail Sinhasane	Houston TX
RA-Lock Security Solutions	Meredith Wheeler	Midlothian TX
Ramos & Harrison	Jeremy Wells	Corpus Christi TX
RANDA Solutions (R & A Solutions, Inc.)	Martin Reed	Franklin TN
Randles & Associates, LLC	Shermal Randle	Corpus Christi TX
Rannsolve Inc	Edward Micaletti	Allen TX
Rapid Assist Technology, Inc.		New Braun TX
Rapidsoft Systems, Inc.		Princeton, NJ
Raptor Technologies	Blake Charman	Houston TX
Rapunzel Investments	Brian Curcio	Chicago IL
R-Associates Inc.		Houston TX
Rave Energy	Tarek Chowdhury	Plano TX
Rave Mobile Safety	Garth Fraser	Framingham MA
Raynbo Development LLC	Barbara A. Robillard	Baton Rouge LA
RDA Technologies		Brownsville TX
RDI Global Services		El Paso TX
Read Between The Lines (The Children's Carousel Academy)		Desoto TX
Read, Write, & Create, Inc.		Houston TX
Reading Horizons (HEC Software Inc.)	Layne Latham	Kaysville UT
Reading Plus LLC	Julie Miller-Johnson	Winooski VT
Real Good Technologies		Austin TX
Real Network Services, Inc. (Crosley)	Joe Reyes	Dallas TX
Real Time Solutions		Albuquerque NM
Real-Time AV		Fort Smith AR
Reasoning Mind, Inc.	Louis Moser	HOUSTON TX
Recon Networking (Recon Networking LLC)	Jim Jenkins	Houston TX
Recorded Books inc	Beth Minovitz	Baltimore MD
Records Consultants, Inc.	Chris Coryell	San Antonio TX
Recovery Healthcare Corporation		Dallas TX
Recruiting In Motion	Nanny Aguirre	Orlando FL
Recruiting Source International	Andre Perry	Katy TX
Red Couch Interactive LLC	Vinesh Patel	Houston TX
Red River Technology LLC		Claremont NH
Red Rocket Electric Llc	Kelvin Watson	Houston TX
Redbird Flight Simulations, Inc	Michael Pickford	Austin TX
Redeemed	Kimberly Ayn Wright	Pearland TX
Redflex Trafficking Systems, Inc.		Glendale AZ
RedGear, LLC	Armando Gonzalez	El Paso TX
Rediker Software, Inc.		Hampden MA
Redstone Payment Solutions	Matt Fleming	Houston TX
Reed Richard		Nederland TX
Reflective Energy Solutions	Kevin Drury	Hackensack NJ
Regency Office Products		Dallas TX
Region One Education Service Center		Edinburg TX
Regroup Mass Notifications	Chris Utah	San Francisco CA
REL Project Management Services LLC	Robin Levy	Cypress TX
Relax Audio Visual LLC	Chidi Beluolisa	Houston TX
Reliable R&R Training Services	Regina English	Dallas TX
Relocation Strategies (Luo & Chang Investment LLC)	Michelle Luo	houston TX
Remember When Kids Were Kids (Jaelijah)	Valerie	Spring TX
Remote-Learner (Remote-Learner US, Inc.)		Fishersville VA
RemTech Associates LLC		VAN TX
Remy Dillenseger	Remy Dillenseger	Houston TX
Renaissance Learning, Inc.		St. Paul MN
Repair Center LLC		Grand Rapids MI
Rescue and Foster Care Operation		Houston TX
Research America Inc	kandis Demeo	Sacramento CA
Resilience Inc.	Cyril Rayan	Fremont CA
Resolute Learning Systems, Inc.	Robert A. Goady	Houston TX
Resource Data, Inc.		ANCHORAGE AK
Responsive Learning (Responsive Learning, LP)	Tommy Tinajero	El Paso TX
Rethink Autism	Diana Frezza	New York NY
Retrain America	Daphney Kirby	Houston TX
Revival Technology	Mark Henry	Melissa TX
Revize Software Systems (Revize LLC)		Troy MI
Revolution Data Systems	Aaron Riddle	ABITA SPRING LA
Rex Academy		Hartland Wisconsin WI
RFD and Associates		Austin TX

Viewed

RFID technologies	Viewed	Jeff Skinder	Round Rock TX
RFPClub			Hillside NJ
RG Guillory Education & Consulting, LLC		RG Guillory Education	Houston TX
RGB Custom PC LLC		Rosemary Hastings	Plano TX
Rhema Word of Life Church		Cassandra Washington	Houston TX
Ribbon Communications Inc (Ribbon Communications Operating Company)		Kristen Hamer	Plano TX
Richwoods Technology Inc.		Jim Hu	Plano TX
Ricoh USA			Houston TX
Right Attitude Inc		LJ Smith	TX - Austin TX
Righteous Investments & Holdings Inc		Eric Liberty	Houston TX
RightScale Inc.			Santa Barbara CA
RIGOR			Baytown TX
Rising Star Academy			Houston TX
Riverside Technologies Inc			North Sioux SD
RIVS, Inc.			Chicago IL
RM Education (RM Educational Software, Inc.)			Hyannis MA
RMK Consulting			San Marco TX
RND Technology		Dave Dorsey	Houston TX
Robert Half Technology			Houston TX
Robomatter, Inc.			Pittsburgh PA
Robotel Corp		Richard Nappier	Pittsburgh PA
Robyn Yant, LLC			Tallahassee FL
Rocket Mouse (RJ Barrett Enterprises)		Rob Barrett	Spring TX
Rockit Consulting llc			houston TX
Rogelio Creations		Roger Rigsby	Houston TX
Rogers, Morris & Grover, LLP		Richard A. Morris	Houston TX
ROIT SOLUTIONS, LLC		Lisa Mallard	Dallas TX
Rokay Services Group, LLC			Mesa AZ
Roland Gonzales			Spring TX
Ron Turley Associates, Inc. (			Glendale AZ
Rosetta Stone Ltd.		Joni Mohr	Harrisonburg VA
Route 36 Inc			houston TX
Royal Eagle Contracting			Houston TX
Royal Signs & Awning (Beyond Cellular Inc DBA Royal Signs & Awnings)		Hussain H	Houston TX
Royal Technocrats Inc			Houston TX
RR CONNECTION CONSULTING			Duncanville TX
RSI Systems			Houston TX
RSI Tech Support LLC		Carlos Rubi	Houston TX
RTI International (Research Triangle Institute)			Research Triangle NC
Rubin Educational Services, LLC		Timeka Williams	Houston TX
Rukaz Kultura		Marissa Ann Saenz	HOUSTON TX
Ruvna (Ruvna, Inc.)			New York NY
Rydin Decal (Dri-Stick Decal Corp.)			Streamwood IL
S & F Consultancy Inc. (S & F Software Solutions Inc.)			Lake Zurich IL
S & H Impex		Samuel Weldemichael	Plano TX
S C ENTERPRISES CORPORATION			Commerce CA
S Corporation		David Banks	Phila PA
S.T.E.P.S.		Marsha L. Ellis	San Antonio TX
S3Consulting LLC		Sushma Govindraj	plano TX
Sabari Tech Solutions LLC		Ramya Arun / Geetha	Richmond TX
SADA Systems, Inc			San Antonio TX
SAFARI Montage (Library Video Company)			Wynnewood PA
Safebit Solutions		Kirk Gunkel	Houston TX
Safeplans		Ron Myers	Palm Harbor FL
SafeSchools (SafeSchools LLC)			Cincinnati OH
Safety Vision LLC		Monica Marcos	Houston TX
SAGE Publications, Inc.		Robert Schufreider	Thousand CA
Saitech Inc			Fremont CA
Salas O'Brien			Houston TX
SAM Labs			Boston MA
SameGoal, Inc		Elizabeth Surfus	Beachwood OH
Sams Direct Government Solutions (Sams Contracting Consulting and Training)			San Antonio TX
Samscloudllc		Gary Baker	Houston TX
San Antonio Lighthouse for the Blind			San Antonio TX
Santos Alliances			Austin TX
Satori Marketing	Viewed	Marche Warfield	Houston TX
Savior Audio Visual & Film Production			Riverdale GA
Savvas Learning Company LLC			Atlanta GA
SBLM Architects		Victoria Lindgren	Riverdale NY
SBSI Software, INC			farmington MI
Scantron Corporation			Eagan MN
Scheduling Software Services (Alton Moore)			Mission TX
Schneider Electric Buildings Americas (Schneider Electric SA)		Debra Jones	Houston TX
ScholarBuys			Carpenters IL
Scholars for the Soul: An Educational Solutions Firm,LLC		Melanie Battles	Bryant AR
Scholastic Education (Scholastic Inc.)			Farmers Branch TX
Scholastic Inc.		Shari Buchanan	Jefferson MO
School by Design (Education by Design, LLC)		Andrew Joseph	Waltham MA
SCHOOL DISTRICT EXCHANGE			BEASLEY TX
School Food Service Innovations		Jennifer L Chapman	Jourdanton TX
School Improvement Network		Ben Goodrich	Salt Lake City UT

School Safety Advocacy Council	Sean Burke	Sarasota	FL
School Specialty	Accounts Receivable	Philadelph	PA
School Tech Supply - STS Education		Phoenix	AZ
SchoolBanks, Inc. (AltonSoft Corp)	Sales Team	Atlanta	GA
SchoolFusion (Edline)		Denver	CO
Schoolhouse Audio-Visual (Instructional Media, Inc.)		Plano	TX
SchoolLinks		Austin	TX
SCHOOLinSITES	Skip Platt	Saraland	AL
SchoolMessenger (Reliance Communications, Inc.)	Nate Brogan	Los Gatos	CA
SchoolMint		San Franci	CA
Schoology (Schoology, Inc)		New York	NY
SchoolPresser, LLC	Cameron Barrett	Verona	NJ
SchoolReach Instant Parent Contact (GroupCast LLC)		Colleyville	TX
Schools One Stop Shop, LLC	Dr. Robert Bostic	Missouri C	TX
SchoolStatus	Aubrey R. Davis	HATTIESB	MS
Schultz Center for Teaching and Leadership, Inc.		Jacksonvil	FL
SCIENCE OF APPAREL	roberto crivello	NEW YOR	NY
Scribbles Software (ScribSoft Holdings, Inc.)	Marshall Simmonds	Pineville	NC
Script String Ltd. (ScriptString)	Sylvia Gedge	Mississau	ON Canada
Seamless Solutions (Copeco)		houston	TX
Second Chance Technology Edge High School	Gwendolyn Matthews	Houston	TX
Secure Networkers	Daron Walker	Spring	TX
Secure Vigil, LLC		Houston	TX
Securecomm Technologies	Nick Ewing	Houston	TX
Securly, Inc		Charlotte	NC
Securranty Inc	Sadiq Dosani	Houston	TX
Seeds for Success Inc	Desmun Dangerfield	Houston	TX
Seesaw Learning, Inc.		San Franci	CA
SEI. Service Express Inc. (Service Express Inc.)		Houston	TX
Semper Feye Solutions, Inc.		Austin	TX
Senryo, Inc. (Senryo Technologies)		Naperville	TX
Sensera Systems, Inc.	John Marsha	Golden	CO
SensoScientific, Inc.	Rochelle Hunt	Simi Valle	CA
Sequel Data Systems Inc		Austin	TX
Sequel Data Systems, Inc		Austin	TX
Serenity Technologies LLC		Kingwood	TX
Sergeant Laboratories, Inc		Onalaska	WI
ServerMonkey.com LLC (ABH Capital Managment LLC)		HOUSTON	TX
Session Tax Consulting & Grant Writing (Session Tax Consulting and grant	EDWINA SESSION	HOUSTON	TX
SET SOLUTIONS		Houston	TX
SETEX Facilities & Maintenance, LLC (Preferred Facilities Group – USA LLC	Nathan Rivers	Beaumont	TX
Sew Contempo		Houston	TX
Shaneka Smith		Houston	TX
Shareca P Vallaire, LLC	Shareca Vallaire	HOUSTON	TX
Sharp Electronics Corporation		Mahwah	NJ
SharpSchool (Intrafinity)		Toronto	ON Canada
Shauna-Lee Ruglass	shauna-lee ruglass	Somerville	MA
Shawn Kyle Faciane	Shawn Kyle Faciane	Houston	TX
Shepherd Government Services Group (SGSG, LLC)	Phillip Vasquez	Carrollton	TX
Sherman Clay Pianos (Sherman Clay & Co.)		Houston	TX
Sherra Branch		Houston	TX
SHI Government Solutions		Dallas	TX
Shine Bright Tutoring (LPOH, LLC)	Stefany Thomas	Pearland	TX
Shipcom	Chip Thompson	Houston	TX
Shmoop University, Inc.	Andrew Rahden	Scottsdale	AZ
ShopK12, Inc		Springfield	OR
Showboss LED (Showboss LLC)	Justin Taft	Gilbert	AZ
Showroom Builders LLC		Killeen	TX
Shrader Engineering, Inc.		Houston	TX
Sibme		Houston	TX
SicommNet	Crystal King	carlsbad	CA
Siemens Industry, Inc	Chad Nobles	Houston	TX
Sierra Consulting, Inc		Itasca	IL
Sierra Digital, Inc.	Mohan Raj	Houston	TX
Sigga Workforce Technologies	Mark Futrell	Sugar Lan	TX
Sigma Consulting Corp.		Metairie	LA
Sigma Technology Solutions, Inc.		Houston	TX
Sigmax Security Inc.		Houston	TX
Sign Authority Inc.	Steve Holden	Garland	TX
Signal Communications		Tulsa	OK
Signs PQ LLC	Pooja Mittal	Flower Mo	TX
SignUp4, LLC		Atlanta	GA
SimiDigi Inc		Garland	TX
Simple Choice Insurance Brokerage PLLC	LaQuentin Jenkins	Houston	TX
SimpleTech Solutions		Houston	TX
Simply Administrative	Charlene Cade	Humble	TX
SimplyDigi.com, Inc.		Albuquerque	NM
SINIUM (DYNAMIC INVENTIONS LLC)		Grand Prai	TX
SIRE Technologies (ALPHACORP)		Salt Lake (	UT
Sirius Computer Solutions, Inc.	Phyllis Byrd	San Anton	TX
SiSTEM Tutoring Agency LLC	Pearl Ubaru	Houston	TX

Sketch City		Houston TX
Skill Struck LLC	Krissy Weekley	Provo UT
SkillSoft		Fort Worth TX
SKO Learning, Inc.	Andrew Vreeke	Round Rox TX
SkoolAide (SkoolAide, Inc.)		Charlotte NC
Sky Communications Inc	Donna Bourbeau	Flower Mo TX
Sky Creations (Rachael Bassey)	Rachael Bassey	Midland TX
SkyHelm Technology (SkyHelm LLC)		Conroe TX
SkyNet Solutions Inc.		Broken Arr OK
SkyRider Communications		West Mon LA
Skyward, Inc.		Stevens Pt WI
Slalom (Slalom LLC)	Stephen Blair Smith	Houston TX
SLG Technologies, LLC	Eddie Gossett	Glen Rose TX
SLL Services, LLC	Lori Lucas	Palestine TX
SLOAN STEM+ARTS INC (SLOAN STEM ARTS INC)	Chandra Brooks	Houston TX
Smart Futures	David J Mosey	Pittsburgh PA
SMART IT PROS INC	David Thomas	Rochester MI
Smart Scholars Foundation	Felicha Jones	Houston TX
SMART tag (Secured Mobility)	Courtney Nijmeh	Georgetow TX
Smarter HR Solutions	Nicole Bellow	Houston TX
SMARTEST EDU, INC. (Formative)	Justin Kresevic	Santa Mon CA
Smartgroup Systems (Beepsmart Communications, Inc.)		Richardsor TX
SMARTOX	Duffy Nabors	Irving TX
SmartSchool Systems (SmartSchool Systems LLC)		Kingwood TX
Smarty Ears, LLC	Danica Avillon	Rowlett TX
Smarty Symbols, LLC	Danica Avillon	Rowlett TX
SME & Associates (SME Advocate Associations, Inc)	Shamelya Marie Etier	Dallas TX
Smooth Fusion, Inc.		Lubbock TX
SMRT Solutions (SMRT Consulting LLC)		Washingto DC
SNVA LLC	Rohit Chauhan	Waldorf MD
SOA Fin1st	Rosa Maria Torres	Pearland TX
Social Sentinel, Inc.	Matthew Byrne	Burlington VT
Social Studies Success	Dawn Vinas	Spring TX
Softchoice Corporation	David Butkiewicz	Chicago IL
Softdocs Inc.		Columbia SC
SofterWare	Kenneth Katz	Ft. Washin PA
Softline International USA, Inc	Carlos Martins	Miami FL
Softmart	Kathy Sherry	Downingto PA
SOFTNETWORKS LLC	Neal Cennamo	Whippany NJ
SoftSol Technologies Inc.		Fremont CA
Software 4 Schools LLC	Ben Star	Irvine CA
Software Information Resource Corp	Ajay Gandhi	Washingto DC
Software One, Inc.		Waukesha WI
Software Professionals, Inc.		Flower Mo TX
Sokikom (Virtual Learning Technologies, Inc.)		Mountain \ CA
Solarcraft, Inc.	Todd Bermont	Sugar Lan TX
Solel International	Danny Asberry El	Houston TX
Solid IT Networks		Houston TX
Solix Inc. dba Sivic Solutions (Sivic Solutions Group LLC)	Lisa McDermott	Parsippany NJ
Sology LLC (Sology Solutions)		Richardsor TX
Solotech US Corporation	Larry Bicknell	Nashville TN
Solvere Tech Support (Solvere Tech Support LLC)		Houston TX
Sonia Arredondo, Independent Contractor		San Anton TX
SoundTree (KORG U.S.A., Inc.)	Velia Santos	Philadelph PA
South Houston NSBE Jr.		Houston TX
South Texas Counseling and Mentoring : Adult Education	rtwymon@stxcma.cor	Houston TX
Southeast Technical Solutions		League Cit TX
Southern Computer Warehouse		Marietta GA
Southern Delegate	Terrisha Wilson	Houston TX
Southwest Academic Solutions		San Anton TX
Southwest Education, Inc.		Marble Fal TX
SP Controls, Inc.		South San CA
SpaceCenter Systems (Y2J, Inc.)		Pearland TX
Sparkrock		Toronto ON Canada
Sparks Spaces Inc.	Tarun Girish	Houston TX
Spaulding Ridge	Curtis Gratz	Chicago IL
SpawGlass Construction Corp.	Mark Grauvogl	Houston TX
SPDF KIDS	Ogbeyalu Onumah, P	Houston TX
Spectrum Advanced Technologies LLC	Chris McLaughlin	Garland TX
Spectrum VOIP	John Navarro	Plano TX
Sphero, Inc.		Boulder CO
Spinworld Communications		Richmond TX
SPJ Design LLC	Morgan Flynn	Scottsdale AZ
SpotMe		Chicago IL
Sprint Corporation		Houston TX
Square Panda, Inc.	Melissa Johnson	Sunnyvale CA
Square Technology (David Frisbie)	David Frisbie	CARROLL TX
Square3 (PCCare, Inc.)	Drew Davenport	Lake Jack TX
SRIIA Technologies, Inc.		AUSTIN TX
SSG-MUSIC	SHAUN FEDERICO	LAS VEGA NV
St. Martha Catholic School	Christopher Dickson	Kingwood TX

St. Michael's Learning Academy Inc		Christine Aboud	Houston TX
StackLynk, LLC			Jewett TX
Staff Magnet		Jonathan Walker	Houston TX
StageAgent (Estage Enterprises, inc)		Jason Engleman	Redwood ( CA
Standards Solution Holding, LLC			Washington NJ
Standing Cloud, Inc.			Boulder CO
Stantec (Stantec Architecture Inc.)		Jonathan Loisel	Austin TX
Staples Advantage (Staples Contract & Commercial, Inc.)		Daniel Melendez	Houston TX
Star Voice & Data Systems (Star Voice & Data Systems, LLC.)			Dallas TX
Stargel Office Solutions (Stargel Office Systems Inc)		Tyson Stargel	Houston TX
Starr Commonwealth		Kayla Dunn	Albion MI
Stars Information Solutions (JEH-EAS, Inc.)		Debbie Granato	San Anton TX
STARS- Transportation Management		Lance Johnson	Canyon La TX
Stat Security Systems (Stat Security Solutions LLC)		Michael Bailey	Kerrville TX
StateCopy			Lodi NJ
Status Not Quo (Status Not Quo, Inc.)		James McKinney	VALENCIA CA
Steadfast Logistics Inc		Manisha Ram	Clearwater FL
Steady Veteran Technology & Consulting (K&H Holdings LLC)		Jesse Duff	Austin TX
Steam Kidstitute (Insight Community Resources Inc)		MERCY LAWSON	Houston TX
STEAM Works Studio		Shanya Swaneet	Princeton NJ
STEM Urban Perspective (Science, Technology, Engineering with an Urban		Dr. Lakeisha Hamilton	Humble TX
STEMfinity LLC	Viewed	Sean Andreas	Boise ID
Steniprise LLC		Charnette Stennett	Katy TX
Stenocall Inc. (Lubbock Radio Paging)			Lubbock TX
Step Communications Group			Katy TX
Sterling Computers Corp.		Daniel O'Brien	North Siou SD
Sterling Empowerment	Unsubmitted	Sterling Mark	HOUSTON TX
Sterling Staffing Solutions (Maceo Carter Investments, LLC)		Stephen L Carter	Sugar Lan TX
Sterling Therapy & Rehabilitation		Sterling Carter	SUGAR LA TX
Stifel, Nicolaus & Company, Inc.		David W Webb	Houston TX
STL Supply Company			Houston TX
Stone Oak Solutions, LLC		Chip Pierce	New Braur TX
Stoneware, Inc.		Gwyn Burden	Carmel IN
StormWind LLC			Scottsdale AZ
Storytelling Time (MARY JO HUFF)		MARY JO HUFF	NEWBURG IN
Straight Defined		Dynasty Holland	Austin TX
Straight Line Management (Straight Line Management LLC)		Sherrika Arch	San Anton TX
Strategic Partners in Education			Newport B CA
Strategic Partnerships, Inc.			Austin TX
Strategic Solutions Group		John Schaeffer	Needham MA
Strategis Staffing (Staff N Go, LLC)			Houston TX
STRAUS SYSTEMS INC		Brad Holmberg	STAFFOR TX
Stream Dudes (Stream Dudes LLC)		Stream Dudes	Chicago IL
Strong Asset Tags		Scott Wesley	St. Augusti FL
STS Recycling LLC		Brad Guidry	Jacksonvil TX
STS360 (Sigma Surveillance Inc., DBA STS360)		Jessie McCoy	Carrollton TX
STSB Training			Humble TX
studentnest.com (Studentnest Inc.)		chander joshi	fresno CA
Students of Strength, Inc.		Victoria Rowe	Cambridge MA
Studi		Alex Pedraza	Plano TX
STVT-AAI Education, Inc., dba Ancora Corporate Training		Natalie Williams	Arlington TX
SuccessEd		Rolando Ocanas	Frisco TX
Successful Starters Learning Academy II		Carla Ford	Houston TX
Sufian Munir Inc. dba Clary Business Machines (Sufian Munir Inc.)		Zarrar Khan	San Diego CA
Summit Integration Systems (Integrated AV Systems LLC)			Houston TX
Summus Industries, Inc.		Heather Nicholls	Sugar Lan TX
SUMRALL SOLUTIONS, LLC		PAUL SUMRALL	ELK GROVE CA
Sunburst Digital			Hoffman E IL
SunGard Availability Services LP			Austin TX
SunGard K-12		Jeff Haun	Bethlehem PA
sunnet solutions			Houston TX
Sunrise IT Solutions Group		Rick Butcher	Grapevine TX
SUNRISE Virtual Reality		Robert Reid	Maywood IL
Sunsafe Film LLC		Bryan Slegger	San Anton TX
Super Tech Telecommunications		Yossi Dos	BROOKLYN NY
Superior Intelligence (The Children's Carousel Academy)			Desoto TX
Supporting Educators Daily		Shari Jones-Rodgers	Missouri C TX
Suro Industries		Jason Bullen	Katy TX
Susan M. Catlett, Ph.D., BCBA-D		Susan Catlett	Houston TX
Sussman Sales Company Inc.			NY NY
SWA International Company		Wanda Akorede	Houston TX
Swagit Productions			Plano TX
Sweetwater (Sweetwater Sound Incorporated)			Fort Wayne IN
Swing Education		Christian Hansen	San Mateo CA
Sylvia G. Zapata	Viewed	Sylvia G. Zapata	Mission TX
SynchroNet LLC			Houston TX
Synergistic STEM Outreach Center			Houston TX
SysnetIQ Data Solutions LLC		Evan Ruffini	Ashburn VA
System Liquidation Inc		Tim Chapman	Plainfield NJ
Systems by Green Choice		Ken Hutchinson	League Cit TX
T and D Communications			Houston TX

T2aerospace		Sekou Henry	HOUSTON TX
Tab Products			Austin TX
Table SALT Group		LaRachelle Smith	Houston TX
TabletKiosk (Sand Dune Ventures Inc.)		Ronni Silverman	Torrance CA
TAG Communications, L.P.			Houston TX
TagleRock Technologies llc			McAllen TX
TAI Consulting LLC (Think About It LLC)		Jovonne Walker	Houston TX
Tammy Rodney			Missouri C TX
TANCHES GLOBAL MANAGEMENT INC.			SUGAR LA TX
Tangenz Corporation			Chandler AZ
Tango Health		Andy Racic	Austin TX
Tango Software (Liberty Source L.P.)			Austin TX
TankVisions, Inc		Ken Bishop	Newport C CA
Tao Interactive Inc			Bismarck ND
Tardy Calculator (PC Innovations, Inc.)		RAFIC DE LOS SANT	San Anton TX
T-Base Communications USA Inc.			Ottawa AB Canada
TBF Computing Inc			Marietta GA
TCC Learning LLC		Todd Bermont	League Citi TX
TCH (Alcott, Inc)			Friendswo TX
TCR-The Best Alarm Inc.			LAREDO TX
Teach Another Inc		Ron Angeletti	Spring TX
Teach2Learn (Elliott and McMahon)		Dr. Marcia McMahon	Friendswo TX
Teacher Created Resources			Pflugerville TX
Teaching Strategies, LLC			Bethesda MD
Team Telecom			Lexington NC
Team Venti (Hondo Systems, LLC)			Austin TX
TeamLogic IT (Philoxenus, Inc.)		Scott Kelley	Houston TX
Tech Depot (Solutions4sure.com)			Trumbull CT
Tech Mahindra Limited			Houston TX
Tech Smart USA		Chris Carey	Lapeer MI
TechJoy			Oklahoma OK
Technical & Scientific Application Inc.			Houston TX
Technical Response Planning Corporation			Houston TX
Technicology, LLC		Dakota Stormer	Houston TX
Technimedia, Inc.			Houston TX
Technocycle (IT Remarketing)			Houston TX
Technologent (Thomas Gallaway Corporation)		Greg Hoffman	IRVINE CA
Technology For All			Houston TX
Technology Integration Group (PC Specialist, Inc.)		Mario Luis Gonzalez	San Anton TX
Technology International, Inc.		Rifat Habib	Lake Mary FL
Technology Management Corp		Brendon O'Brien	Shorewoox MN
TechOne Centre			Houston TX
TECHSEC		Joseph Beavers	Sugar Lan TX
TechStudios LLC		Gabriel Garcia	Houston TX
TechVAR		David Miedzianowski	Austin TX
Tecnics Consulting, Inc.			Houston TX
Teeter Totter Village		Claudette Edwards	Houston TX
Tekgration LLC		Staci Beane	San Anton TX
Tekplan Solutions Texas LLC		Gary McGirr	Houston TX
Teksync Technologies, Inc.		Anthony Curtis	Houston TX
TEKsystems, Inc.		Derek Nelson	Houston TX
TekVisions Inc	Unsubmitted	Denise Lessard	Temecula CA
TELA Technologies, Inc.			Houston TX
Tele-Communication, Inc			Houston TX
Telephonics Unlimited, Inc.		Jane Senyk	Humble TX
Telerik			Waltham MA
Teleste LLC			Georgetow TX
Teletrac Navman US Ltd		Shelley Lynch-Holme	Glenview IL
Telomack Cabling Solutions (Telomack Inc)		Dan Womack	The Wood TX
Terminal B		Greg Bibeau	Austin TX
Terminal Lance Technologies (Terminal Lance Tactical LLC)		Kirk Donovan	Spring TX
TestOut Corporation		April Wanlass	Downers C IL
Tetra Tech, Inc.			Maitland FL
Texan-French Alliance for the Arts		Karine Parker-Lemoy	Houston TX
Texas Association of African American Chambers of Commerce (TAAACC)			Austin TX
Texas Barcode Systems LTD			Dallas TX
Texas Cooling Experts		Rafael Gonzales	San Anton TX
Texas Educational Consultative Services, Inc.			Austin TX
Texas Educational Solutions (Educational Software Solutions of Texas)			Austin TX
Texas Elearning LLC			Tomball TX
Texas Management Group, LLC		Scott McAuley	Houston TX
Texas Rampart Security, LLC			Houston TX
Texas Security Shredding (Global DCC, Inc.)			Houston TX
Texas State Alarm, LLC		Shad Gutierrez	La Feria TX
Texas State Billing Services Inc		Robert Ewen	Kyle TX
Texas Suicide Prevention Collaborative		Lisa Sullivan	Austin TX
TexConnect Communications, LLC		Trey King	Brazoria TX
Texperts (Texperts Inc.)			Roswell GA
Texthelp Inc			Woburn MA
TFD SUPPLIES (TFD Unlimited, LLC)		Kelly Brown	FAIRVIEW IL
TFE (Technology For Education)			Hewitt TX

That Place for Computers		MICHAEL KIME	Lake Jack: TX
The AB&Y Group			Austin TX
The Albers Group LLC			Mckinney TX
The A-List Network, LLC (Stephanie Belton)		Stephanie Belton	Houston TX
The Arreis Group llc		Sierra Alston	Houston TX
The Association for the People and the Community			Houston TX
The Bob Pike Group		Vicki Lind	Bloomington MN
The Bryant Heritage LLC		Tori M Cole	Humble TX
The Carmona Firm, PLLC		Chris Carmona	Houston TX
The Children's Carousel Academy LLC (The Children's Carousel Academy)			Desoto TX
The Children's Carousel Charitable Foundation			Desoto TX
The Children's CTR for Self-Esteem/ dba The ARKGroup		Michelle Joiner	Houston TX
The Christopher Quinn Group Inc.			Dallas TX
The Cintman Group (Jerry Gutierrez)			Round Rock TX
The Clever Crayon LLC		Zarvon Gibbs	Pearland TX
The Danielson Group		Dara Stigdon	Chicago IL
The Donatto Group			Houston TX
The E2 Group, Inc.		Tracy Knickerbocker	Sugar Land TX
The Educator Collaborative			Astoria NY
The Flourish Lab (StandUP, PBC.)			Denver CO
The Getch (THEGETCH PRIVATE LIMITED)	Viewed		Round Rock TX
The Graide Network, Inc.		Liz Nell	Chicago IL
The Harding Group			Irving TX
The Healthy School Food Collaborative		Lynne Black	New Orleans LA
The IEP Coach LLC		Jamilah Bashir	Philadelphia PA
The IRIS Companies (IRIS Ltd. Inc.)			Fleetwood PA
The Jewelry Instructor		Sonia Davis	Houston TX
The K.N.E.W. Solutions (Keschia Matthews)		Keschia Matthews	FRESNO TX
The Kadence Collective, LLC		Justin McKenzie	San Antonio TX
The KD Company (Kim Y. Davis Enterprises, LLC)			Houston TX
The King & Associates Firm		Emory "Trey" King	Brazoria TX
The Knowledge Stack (The Knowledge Stack LLC)			Los Angeles CA
The Kovacs Group			New Braun TX
The Library Corporation			INWOOD WV
The Library Store, Inc		Shayla Hill	Tremont IL
The Lilac Brown Enterprise		Jaleesa Brown	Pflugerville TX
The MINT National Bank			Kingwood TX
The National Behavioral Intervention Team Association			King of Prussia PA
THE OLDHAM GROUP (OLDHAM GRAPHIC SUPPLY INC)			FORT WORTH TX
The Outreach Program Education/Counseling Services		James White	Houston TX
The Parent Teacher Collaborative		Jessica Faith Carter	Houston TX
The Phoenix Shift, LLC.			Aurora CO
The Platform		DeVale Simmons	Houston TX
The PRYDE Foundation		Lafayette Hamilton	Houston TX
The Remi Group			Charlotte NC
The Royster Group, Inc. (The Royster Group)			Atlanta GA
The Scholastic Network Partners, LLC		Michael Broyles	Austin TX
The Sen-Will Group		Wilbert Williams	Beaumont TX
The Shamrock Companies			Katy TX
The Software Vault, LLC		Jamita Machen	Arlington TX
The SoGo Collective		Kim Sanders	Arlington TX
The Stewart Organization		Steve Denson	Houston TX
The Style Signature			Carrollton TX
The TEAMS Group, LLC		Leonard Ganther	Spring TX
The Text Hub	Viewed	Nafis Ahmed	Sugar Land TX
The Unity One Movement, Incorporated		Leslie Charleston	Houston TX
The Village Education Solutions	Unsubmitted	Brandi Spencer	SPRING TX
the Waymire Group			Houston TX
The Whitlock Group (Audio Fidelity Communications Corporation)			Houston TX
Theorem (Citrusbyte LLC)			Encino CA
TherapyWorks, Inc	Viewed	Sherry Shellenberger	Albuquerque NM
Theresa Harris			HOUSTON TX
THG Energy Solutions			Houston TX
ThinAir Wireless, Inc.			Houston TX
ThinkCERCA Inc.			Chicago IL
Thinkcp technologies (h.co. computer products)			IRVINE CA
thinkLaw (CS Educational Services, LLC)		Colin Seale	Las Vegas NV
ThinkSpace IT		Jessa Erickson	Harlan IA
Thomas Data Design (Kevin R Thomas)		Kevin Thomas	Stephenville TX
Thomas Klise/Crimson Multimedia (Thomas S Klise Company)		Molly Klise	Mystic CT
Thompson Educational Consulting, Inc.		Dr. Alice Thompson	Missouri C TX
Thomson Reuters			Carrollton TX
ThoughtFarmer Inc.		Kirsty Stevens	Vancouver BC Canada
Three Sixty Inc		Kim Scarlett	Rio Ranch NM
Three Tikes LLC			Olympia WA
Thriv & GROE Academy, LLC		Victoria James or Lyn	Houston TX
Thunder River Construction, LLC		Bart DeForest	Milwaukee WI
Tier One Learning, LLC		Tramieshia Ligon	Sugar Land TX
Time Solutions Inc.			Porter TX
TimeClock Plus (Data Management, Inc)		Ernie Nabors	San Angelo TX
Timothy Project: Youth Mentoring Youth, Inc.		Carolyn Ann Robinson	Houston TX

Tiny Machines 3D (Tiny Machines 3D LLC)	Chris Bennett	HOUSTON TX
Tiphany Chambers Burrell		HOUSTON TX
TITAN School Solutions, Inc.	Stephanie Freeman	Irvine CA
TLC Office Systems		Houston TX
TLE Inc (The Look Enterprises, Inc.)	James Selmon	Bellaire TX
TMI Design and Consulting LLC		Mableton GA
TMI Solutions, LLC	Brady Cluiss	George W TX
TNR Accounting & Management Consulting, LLC (Nannette Ray)	Nannette Ray	Katy TX
TNTP (The New Teacher Project, Inc.)		Brooklyn NY
Today's Class (Melior-Delaware Inc)	Sheila Thompson	Birmingham AL
Tools for Schools, Inc.	Jen Cousins	Houston TX
Toomay Technologies		Pleasant H CA
Topic Cleanwater Osmosis Technologies Inc.	Bernard	Largo FL
Topp Office Supply (Pat & Paul And Associates, Inc.)	Dakota Hoover	Longview TX
Toshiba America Information Systems, Inc.		Plano TX
Total Administrative Services Corporation		Madsion WI
Total Protection Systems, Inc.		Corpus Ch TX
Total Seminars, LLC.	Kathy Yale	HOUSTON TX
Total Special Education Solutions, LLC		Beaumont TX
TouchView Inc	Frederick Bridges	Brockton MA
Tovuti	Troy McClain	Eagle ID
Town Press Media	Martin Van Den Boog	South Pad TX
TPx Communications	Alan Martin	Austin TX
Trace3, Inc.		San Diego CA
Tradentrix		Houston TX
Training on Wheels		Jacksonvil FL
Transaption	Ren Varghese	Wilmington DE
Transcend Learning Consulting LLC		Brandon FL
Transfinder Corporation		Schenecta NY
Translation & Interpretation Network, LLC	Meti Dibra	Fort Worth TX
TransLinguist Translation & Document Clearing LLC	Jawad Khan	Dubai United Arab Emirates
Transnet Communications, LLC	Hector Mendez	Houston TX
Tree Shepherds LLC	Randy Faulkner	Lake Dalla TX
Trenton Kirksey	Trenton Kirksey	Houston TX
Trescope, Inc.	Letto Thomas	Houston TX
Trezvant Academy, Inc	Linda J Trezvant	Houston TX
Trinity Review Services Inc	Johnny L. Rogers	Desoto TX
TRIO Education	Beau Pollock	Houston TX
Triumph Cabling Systems, LLC	Jacinto Gonzalez	Houston TX
TRIUMPH LEARNING		Nashua NH
TROXELL COMMUNICATIONS, INC.		Phoenix AZ
Troy & Banks, Inc.	Molly B Pancurak	Buffalo NY
True Love Childcare	Chantine	Humble TX
TRUE MPS (TRUE MPS, LLC)		Cypress TX
True North Consulting Group, LLC	Russ Johnson	Hewitt TX
True Voice	Arairie McWhinney	Houston TX
Trustmark National Bank		Pasadena TX
TSG Industries (The Sithe Group, LLC.)	Theodore Sims	Houston TX
Tunabear		Dallas TX
Turning Technologies, LLC		Youngstow OH
Turnkey Integrators, Inc		Carrollton TX
Turnkey Security, Inc.		Manchaca TX
Tutor Doctor (Frias Business Group, Inc.)	Michelle Frias	Houston TX
TUTOR PACE, INC.		Fort Worth TX
Tutors With Tablets (The Children&#145;s Carousel Academy)		Desoto TX
tw telecom, inc		Austin TX
TWIST Integration Solutions Technology (TapeWorks Texas, Inc.)		Houston TX
Twisted Tech	Kylar Smith	Waxahach TX
Two Worlds, LLC	Andrew Callis Jr.	Houston TX
Twotrees Technologies, LLC	Susie Smith	Wichita KS
TX One Source		Austin TX
TXRX Labs (Transmit Receive Labs Inc.)	Annie Niland	Houston TX
TXTechnology Group (Agency Management Corporation)	Mark Peavler	Houston TX
Tyesha Alexander Psychological Services, PLLC	tyesha s alexander	HOUSTON TX
Tyler Technologies		Yarmouth ME
Tynker	Venkat Varada	Mountain \ CA
TynyLabs LLC		Cypress TX
U. S. WHOLESALE PRODUCTS	Jeff Alloway	SAN ANTC TX
U.S Electronics recycling Center Inc (Isaac F Sunnday)	Isaac Sunday	Houston TX
U.S. Dream Academy, Inc	Diane Wallace-Booke	Silver Spri MD
UAV Recon, LLC		George W TX
uBreakiFix Hobby Area (Mega2Zetta)	Michael Marroquin	Houston TX
U-Bridge Project Consulting, LLC	Dr. Deirdre Williams	Sugarland TX
uCertify LLC		Pleasantor CA
Ultimate Kronos Group (UKG)	Scott Jones	Lowell MA
Ulysee Global LLC	Timothy Duncan	Huntsville AL
UM & C Enterprises, LLC	Marcus DeRamus	Corpus Ch TX
UNBEATABLE SALE INC	Henry Melendez	LAKEWOC NJ
Underwater Math (Every Child Grows)	James Childers	Frisco TX
Ungerboeck Software International		OFallon MO
UNICOM Government, Inc. F/K/A GTSI Corp.	Paul Keene	Chantilly VA



Unified Communications (Tele-Communication, Inc.)		Deborah Horn	Houston	TX
Unified Sunergy Systems LLC			Flower Mo	TX
Unique Digital		Jenny Knesek	Houston	TX
Unite Private Networks		Amie Cherry	Dallas	TX
United Data Technologies			Austin	TX
United Power & Battery		Casey McMullin	Arvada	CO
United Training Commercial, LLC (United Training)	Viewed		Dallas	TX
Unity Education Resources (MyOfficeProducts, LLC)		Randy Landrum	Nashville	TN
Universal Adaptive Consulting Services, Inc		Colleen Payne	Henrico	VA
Universal Diversified Technology		Thomas James Mitch	Phoenix	AZ
Universities Space Research Association		Melisa Reyna	Columbia	MD
Univerus		Deb Collins	Port Moody	BC Canada
Unlimited Print (Mayer Enterprises)			Houston	TX
Unlimited Visions Aftercare, Inc		Regina Hasan	Houston	TX
UP Educational Consulting		Brenda Lynch	Conroe	TX
UpBrainery Technologies			Houston	TX
Upskill Services LLC		Akilah Willery	HUMBLE	TX
UR TURN (UR TURN, SBC)		Dr. Angie Eilers	Minneapolis	MN
Urban Service Provider		Gerardo Guarino F	Miami	FL
Ursus Inc. - Morgan Hill, CA		Cristina De La Cruz	Morgan Hill	CA
US Computing Inc			Columbia	SC
US Executive LLC			Tampa	FL
US Identity theft Solutions, LLC			McKinney	TX
US IT Solutions, Inc.			San Jose	CA
US LED LTD		Rod Leek	Houston	TX
US Tech Solutions Inc.			Jersey City	NJ
USATestprep, LLC		Stephanie Lozano	Atlanta	GA
USFon Inc.			West Lake	TX
Utility Systems Science and Software		Mark Serres	Santa Ana	CA
Uzibull (Cosogo LLC)			Newport C	CA
Valiant IMC			Fairfield	NJ
Vanguard Trading & Services, LLC			Houston	TX
Vantage Learning LLC (Vantage Learning USA LLC)		John Burke	New Hope	PA
VantagePoint Benefits (J. Peat & Associates)		Mark DeRosa	Lynbrook	NY
VB Educator Consulting		Veleria Brown	Fort Worth	TX
vCloud Tech Inc.		Muhammad Khan	Rolling Hill	CA
Vedara	Viewed	Katerina Belik	Houston	TX
Velocity Marketing Software LLC (veclocity software)			Lombard	IL
Velocity Unified Communication Inc.		Jamal Thompson	Houston	TX
Velvet Rope Experience (VRE Business Soultions)		Tiffany Hicks	Houston	TX
Vendita Technology Group (Vendita Technology Group LLC)			Toledo	OH
Ventech Information Systems			Pasadena	TX
Verdant Web Technologies Inc.		Paul Stenbak	Bend	OR
Verificent Technologies Inc		Rajnish Kumar	New York	NY
Veritrust Corporation			Houston	TX
Vernee Hines			Houston	TX
Versatile Enterprise LLC		Syed Saleh	Woodbridge	VA
Vertex Computers Systems		Ganesh Iyer	Beachwood	OH
Vessel Support Services			Katy	TX
Vexus Fiber (NTS Communications, LLC)		Michael Redmond	Sikeston	MO
Victoria communication services, inc		Anita Thakar Scroggie	Victoria	TX
Victory Group		Victoria Gray	Houston	TX
VIEWTECH Group LLC (ViewTech Group, LLC)		Machelle Clement	SOUTH LA	TX
VIJAY COMPUTER ACADEMY (SUMI-VIJAY GLOBAL EDUCATION INC)		SHEFALI PATEL	STAFFOR	TX
Viking Fence Co. LTD			Austin	TX
Vinnove Consulting Group	Unsubmitted	James A. Lazaneo	San Anton	TX
Vinsys Corporation		Vikrant Patil	Dover	DE
VIP Systems, Inc.		Kile Spelz	Houston	TX
Virescit Tactical Systems		Rex Herron	Austin	TX
Virgin Pulse, Inc.		Rachel Grossman	Providence	RI
Virtela Technology Services		Chad Sexton	Lantana	TX
Virtual Builders Exchange			San Anton	TX
Virtual Speech Center Inc.			Burbank	CA
Virtucom			Norcross	GA
Virtuo Group Corporation		Theresa G. Blackwell	The Wood	TX
Visceral Illumination Code LLC (VISCERAL ILLUMINATION CODE LLC)		VISCERAL ILLUMINA	Edinburg	TX
Visible Body (Argosy Publishing)		Mary Ness	Newton	MA
Vision Technology Solutions, LLC		David Luong	El Segund	CA
Visionality (Designs That Compute, Inc.)			New Braur	TX
Visions in Education, Inc (Visions Technology in Educaiton)			Springfield	OR
Visitu			Lutz	FL
Visual Techniques	Viewed	Crystal Just	Longview	TX
Vital Imagery Ltd.			Brussels	ON Canada
Vivacity Tech PBC		Tanya Maloley	Saint Paul	MN
VMware		Jacob Boyer	Palo Alto	CA
Voceon Digital Radio Communications		Ron Smith	Houston	TX
Voice Products Inc.			Wichita	KS
Volition IIT Inc		Amit Arora	ASHBURN	VA
VOX Global		Emily Alcantar	Dallas	TX
Vox Scripta LLC			Belle Mead	NJ
VR Systems, Inc.			Tallahassee	FL

vRealm Inc.		Ali Aldubaisi	Reston	VA
VRJ & Associates, LLC		Vanesia Regina John	Sugar Land	TX
VSA, Inc			Lincoln	NE
VTEC Maine Inc.			South Port	ME
vTech Solution Inc.			Washington	DC
W3IT (W3IT Design LLC)			College St	TX
Walk the Walk Promotions		June Jenkins	Richardson	TX
Walker Engineering, Inc.			Houston	TX
Walkercom Inc.		Lorri Schultz	Pearland	TX
Waterford Research Institute		Jackie Alldredge	Taylorville	UT
Waters Network Systems			Edina	MN
Watkins & Associates Consulting Services LLC.		Mario Watkins	Houston	TX
Wave Computers (Wave Solutions LLC)			Beaumont	TX
WayOut Kids (Building Youth Through Music/ WayOut Kids)		Jerome Davis	TACOMA	WA
Waypoint Business Solutions		Paul Neyman	Houston	TX
Waypoint Government Solutions		Jae Shin Neyman	Round Rock	TX
Weaver			Houston	TX
Weaver and Tidwell, LLP			Houston	TX
Weaver Technologies		Donnie Weaver	Fredericks	TX
Webinopoly (High Tech Republic Inc.)	Unsubmitted		Houston	TX
WebMD Health Services Group, Inc		Spencer Kammeijer	Portland	OR
WebRevelation	Viewed	Julie	Colleyville	TX
WeCare Do You?		Brenda Phillips	Sicklerville	NJ
Weidenhammer Systems Corp			Wyomissing	PA
Wells Fargo Bank NA			Minneapolis	MN
Wells Fargo Bank. NA		Michelle Valencia	Houston	TX
Wellspring Family & Community Institute			Houston	TX
Wendy Perry Coparenting Education (www.wendyperry.com)		Wendy Perry	Watauga	TX
West Publishing Corporation		Customer Service	Carol Stream	IL
West Road Teacher Supply (Distribuidora Alfa y Omega Inc.)			Houston	TX
Westat		Shawn C. Petty	San Antonio	TX
Westco Ventures LLC		Anthony West	Houston	TX
WestStar Corporation		Miriam Weigand	San Antonio	TX
WeVideo, Inc.			Menlo Park	CA
Whatup			Austin	TX
Whitey Penn			Houston	TX
White Hat Technology		Damian Preciado	Phoenix	AZ
White Rock Cybersecurity		Odessa Crialess-Smith	Dallas	TX
Willdan Engineering		Parick Johnaon	Anaheim	CA
WILLIAMS ENVIRONMENTAL GROUP LLC (WEG, LLC.)		Shawn Williams	Houston	TX
Williams Technical Staffing		Patria Williams	Sugar Land	TX
WIN Learning (Worldwide Interactive Network, Inc.)			Kingston	TN
Windstream (Windstream Communications)			Houston	TX
Windstream Communications			Houston	TX
Wise Business Plans			Las Vegas	NV
Witt O'Brien's (Witt O'Brien's LLC)		Beth McAteer	Washington	DC
Wonder-Space Mobile			Houston	TX
Woodlands National Technology		Kelsay Yerian	The Wood	TX
Woot Math, LLC (Simbulus Inc.)			Boulder	CO
Workday (Workday, Inc.)			Pleasanton	CA
Workforce Software, LLC			Livonia	MI
Workshop Houston		Sarah Atwood	Houston	TX
World Book, Inc.			Chicago	IL
World Class Learning Materials			Candler	NC
World Internet Marketing INC.			Kenvil	NJ
Worldgate (Worldgate, LLC)			Reston	VA
Writers in the Schools			Houston	TX
WRM Development		Dr.	Selma	TX
www.ppggloballlc.com		Darryl king	spring	TX
www.trustwave.com			Chicago	IL
Wyebo Inc		Courtney Nicosia	Marlborough	MA
Xi3 Corporation (Xi3 Inc.)			Salt Lake City	UT
xNet Systems, Inc.			Houston	TX
XO Communications			Houston	TX
Xpress Installs			Houston	TX
Xples LLC			Round Rock	TX
XYZprinting, Inc. (Chien)		Jose Guillen	Lake Forest	CA
Y&S Technologies			Brooklyn	NY
Y2Fox Solutions (Y2Fox)			Denver	CO
yands technologies			brooklyn	NY
Yawp Records LLC		Andrew Karnavas	Houston	TX
YellowFolder, LLC			Dallas	TX
YesElections (Election-America, Inc.)			Mineola	NY
Yolah - Yolandra Drake		Yolandra DRake	Houston	TX
Young Financial Wizards Inc. (YFW Inc.)		Ivory Roberts	Houston	TX
Young People In Action		Jonathan Zeigler	Houston	TX
Young Women's Preparatory Network		Tiphany Burrell	Houston	TX
Your Business Solutions (Distinguished Network Engenuity, Inc.)		Clint Brinkley	The Wood	TX
Youth Advocacy TEAM			Houston	TX
Youth Enrichments (Chicks With Class LLC)		Margo Jordan	Houston	TX
Yvette De Luna		Yvette De Luna	Houston	TX

Z Smart, LLC  
ZAI Global Inc  
Zepol Productions, INC  
ZeroDamage Sahara Case LLC  
Ziegner Technologies (Ziegner Technologies, Inc.)  
ZIP Networks, INC  
ZNA DESIGN (ZNA GROUP LLC)  
ZolonTech, Inc.  
Zones, Inc.  
zSpace, Inc.  
zSpace, Inc.

	Rockwall	TX
	Piscataway	NJ
Trevor Babyak	Round Rock	TX
Peter Babichenko	Garden City	ID
	Austin	TX
	Syracuse	NY
Allen Aydogdu	Katy	TX
	Herndon	VA
	Auburn	WA
Jennifer King	San Jose	CA
John Hochstatter	Sunnyvale	CA

**Regular Board Meeting****7. G. 1.****Meeting Date:** September 20, 2023**Title:** FY23-24 Gulf Coast Workforce Board Local Match Contribution Agreement**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Lisa Caruthers  
**HCDE Goal(s):** 2. Deliver value responsibly  
3. Advocate for learners through innovation**Recommended Action:** Approve**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:**

**Approval of Certification Contribution Agreement (revenue agreement) between the HCDE CASE for Kids Division and the Gulf Coast Workforce Board** for the period of 10/01/2023 through 09/30/2024. HCDE will certify \$1,500,000 to receive matching funds from the Gulf Coast Workforce Board for the CASE Partnership Project in the amount of \$1,753,386.

**Subject:**

Certification Contribution Agreement; CASE for Kids Division and the Gulf Coast Workforce Board.

**Rationale:**

Approval of the Certification Contribution Agreement allows CASE for Kids to certify funds allocated to afterschool programs and leverage federal funds through the Houston Galveston Area Council (HGAC) for quality afterschool program support services. CASE for Kids will certify \$1,500,000 in afterschool funding made possible through CASE for Kids' Partnership Project, strategic partners afterschool program services, and match funds from local school districts. Based on certification amount, HGAC will provide match funding in the amount of \$1,753,386 that will be allocated for the CASE for Kids for quality support services across Harris County, such as professional development, coaching, and special initiatives to support early learning, school readiness, and literacy for students between the ages of 4 and 12.

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**Fiscal Impact****Attachments**

# Texas Workforce Commission

## Child Care Local Match Contribution Agreement

### General Agreement Terms

Please enter Contributor and Local Workforce Development Board (Board) information, including the local workforce development area(s) (workforce area) and the amount of pledged local funds.

**Name of Contributor:** Harris County Department of Education

**Board Legal Entity Name:** Gulf Coast Workforce Board

**Workforce Area:** Gulf Coast

**Donation Amount:** \$ N/A **Transfer Amount:** \$ N/A

**Certification of Expenditures Amount:** \$ 1,500,000

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the workforce area(s) listed above or within the state if indicated through this agreement. All parties understand and agree that:

- the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution, and
- this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

### Signatures

The individual signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to execute this agreement on behalf of his or her organization; and validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

**For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their**

**agencies effective** October 1, 2023 **, and continuing through** September 30, 2024

**Contributor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** James Colbert, Jr.

**Title:** Superintendent **E-mail (optional):** jcolbert@hcde-texas.org

**Board Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** Charles Wemple

**Title:** Executive Director **E-mail (optional):** charles.wemple@h-gac.com

## Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code § 9801 *et seq.*).

Pursuant to federal regulations (45 Code of Federal Regulations (C.F.R.) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

## Contributions from a Private Entity to TWC

For contributions from a private entity to TWC, the contributor, by executing this agreement, certifies that pursuant to Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to an administrative proceeding before the Commission.
  - Under Texas Government Code § 575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code § 2001.003(1), that is, “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
  - Before accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission before the Commission's acceptance of this agreement, Texas Labor Code § 301.021(b) and Texas Government Code § 575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code § 2001.144.
- If the contributor is a for-profit entity, the contributor does not currently:
  - have a contract with TWC for services or products of a value of fifty thousand dollars (\$50,000) or greater; or
  - have a bid in response to a request for proposal for such contract before TWC.

**This condition does not apply to a contract or bid that relates only to providing child care services.**

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor, unless the contract or bid relates only to providing child care services.

## Contributions from a Private Entity to a Board

For contributions from a private entity to a Board, consistent with Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to a Board-level complaint or appeal pursuant to 40 Texas Administrative Code, Chapter 823, Subchapter B.
  - Before accepting this agreement, the Board will verify whether the private entity contributor is party to a Board-level complaint or appeal. If the private entity contributor is, or becomes a party to, a Board-level complaint or appeal before the Commission's acceptance of this agreement, the Commission will not accept this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Chapter 823.
- If the contributor is a for-profit entity, the contributor does not currently:
  - have a contract with the Board for services or products of a value of fifty thousand dollars (\$50,000) or greater; or

- have a bid in response to a request for proposal for such contract before the Board.

**This condition does not apply to a contract or bid that relates only to providing child care services.**

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that consistent with Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with the Board or submit a bid in response to a request for proposal issued by the Board before the first anniversary of the date on which the Board accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

## Contributor Agreement

The contributor agrees as follows:

- To remit to TWC the pledged local share in accordance with the contributions schedules and payment plans specified in the local agreement.
- For public transfers of funds and private donations made to TWC, checks remitted by the contributor must be made payable to the "Texas Workforce Commission" and submitted to TWC.
- For private donations made to the Board, the contributor must remit the donation to the Board.
- To keep and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of:
  - the period specified by the Board's record retention policies for such records,
  - seven (7) years after the end date of this agreement, or
  - until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- When certifying expenditures of public funds as the local match, to report to TWC no later than the 14th month of the grant certifications consistent with the contributions schedules and payment plans specified in the local agreement.
- To certify that the expenditures used as child care match are eligible for federal match and were not used to match other federal funds.
- Donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor's facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting; entities shall provide the Board and TWC, on request, data needed for federal reporting purposes.

## Board Agreement

The Board agrees as follows:

- To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services consistent with the intent of this agreement and in accordance with applicable local, state, and federal laws and regulations.
- To ensure that certified public expenditures (if applicable):
  - represent expenditures eligible for federal match;
  - were not used to match other federal funds;
  - were not federal funds unless authorized by federal law to be used to match other federal funds; and
  - do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).
- To ensure that donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor's facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting (Entities shall provide the Board and TWC, upon request, data needed for federal reporting purposes.).
- To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

## Board and Contributor Agreement

The Board and the Contributor agree as follows:

- That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- "Child Care Local Match Contribution Information" is incorporated by reference.
- To comply with federal regulations in 45 C.F.R. § 98.55, relating to matching fund requirements, and 45 C.F.R. § 98.56, relating to restrictions on the use of funds.
- To submit a certification of expenditures report, certifying that the child care-related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- These terms and conditions may be amended by written agreement of all parties at any time before the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.



- If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least thirty (30) days in advance of such termination. Such written notification will be sent to the contributor's address as specified in the Child Care Local Match Contributor Information section in this agreement.

### Board Information

Complete the section below regarding the Board.

**Board Legal Entity Name** Gulf Coast Workforce Board

**Street Address:** 3555 Timmons Lane, Suite 120

**City:** Houston **State:** TX **Zip Code:** 77027

**Board Staff Contact Name:** Maisha Lyons **Phone:** 713-993-2434 **Fax:** N/A

**Board Staff Contact E-mail Address:** maisha.lyons@wrksolutions.net

### Contributor Information

Complete the section below regarding the Child Care Local Match Contributor.

**Contributor Name:** Harris County Department of Education

**Street Address:** 6300 Irvington

**City:** Houston **State:** TX **Zip Code:** 77022-5618

**Type of Entity:** Government

**Name of Fiscal Agent (if applicable):** \_\_\_\_\_

**Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent:** 74-6001215

**Contributor Contact Name:** Dr. Lisa Caruthers **Phone:** 713-696-1336 **Fax:** N/A

**Contributor Contact E-mail Address:** lcaruthers@hcde-texas.org

## Originating Agreement Information

Please fill out the information below regarding the type of contribution and pledged local match amount.

**Type of Contribution:**

☐ Donation (Private Entity)

☐ Transfer (Public Entity)

☒ Certification (Public Entity)

**Pledged Local Match Amount:** \$ 1,500,000

Amounts secured in excess of the pledged local match amount, if any, are herein included in this agreement and approved for use in accordance with this agreement, including use for statewide match purposes, if agreed in this agreement

The contributor voluntarily agrees and allows that any local contributions secured in excess of the amount needed to draw down the federal match amount allocated to the workforce area may be used for statewide match purposes. ☒ Yes ☐ No

**Program Number:** 2824CCMC24

The contributor voluntarily agrees and allows that any certifications of expenditures and donations over the pledged amount will be aggregated and obligated at the state level. The excess amounts will be applied to the local leverage amounts that all workforce areas are required to secure to access federal matching funds allocated among all workforce areas. ☒ Yes ☐ No

Did a Board Member assist in securing this local match agreement? ☐ Yes ☒ No

If yes, Name of Board Member: \_\_\_\_\_

How did the Board Member assist? \_\_\_\_\_

## Cash Contributions

Use of funds description for cash contributions: The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements. Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

☐ **Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

**Source of Local Funds:** \_\_\_\_\_

**Planned Local and Federal Funding Amount for Direct Child Care:** \$ N/A

☐ **Child Care Quality Improvement**

The funds will be used for quality improvement activities allowable under TWC rule § 809.16.

**Source of Local Funds:** \_\_\_\_\_

**Planned Local and Federal Funding Amount for Child Care Quality Improvement:** \$ N/A

☐ **Administration and Operations**

The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies.

**Planned Local and Federal Funding Amount for Administration and Operations:** \$ N/A

**Total planned local and federal funds resulting from donations and transfers:** \$ N/A

## Certification of Expenditures

Use of funds description for Certification of Expenditures: The descriptions below describe:

- the allowable child care services or activities that resulted in local certified expenditures,
- the source of the local funds, and
- the Board's planned use of the matched federal funds resulting from the certification of expenditures.

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

### Planned Local Fund Use

#### ☐ Direct Child Care

Expenditures certified by the contributor resulted from:

- **direct child care services provided by the following child care provider, organization, or entity:**

- 
- direct child care services provided to children under 13 years of age; and
  - the amount of local match expenditures being proportional to the low-income population in the area served using the expenditures.

**Source of Local Funds:** \_\_\_\_\_

**Planned Local Funding Amount for Direct Child Care:** \$ N/A

#### ☒ Child Care Quality Improvement

Expenditures certified by the contributor resulted from quality improvement activities allowable under TWC rule § 809.16.

**Source of Local Funds:** Local tax revenues and Houston Endowment.

**Planned Local Funding Amount for Child Care Quality Improvement:** \$ 1,500,000

## Certification of Expenditures (cont.)

### Planned Federal Fund Use

☒ **Direct Child Care**

The federal funds will be used in the following order of priority:

**1. for direct child care services provided (include a brief description of use of the funds):**

to eligible families who reside within the Gulf Coast Workforce Development Area;

**2. for eligible children and families meeting TWC and Board eligibility criteria; and**

**3. at child care providers eligible under TWC rules.**

**Planned Federal Funding Amount for Direct Child Care:** \$ 1,246,614

☒ **Child Care Quality Improvement**

The funds will be used for quality improvement activities allowable under TWC rule § 809.16.

**Planned Federal Funding Amount for Child Care Quality Improvement:** \$ 1,753,386

☐ **Administration and Operations**

The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies

**Planned Federal Funding Amount for Administration and Operations:** \$ N/A

**Total planned local and federal funds resulting from certifications of expenditures:** \$ 4,500,000

## Donation/Transfer Payment(s) (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule § 800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

Private donor cash donations—submit one original signed form to: TWC’s Workforce Board Grants department, 101 East 15th Street, Room 104T, Austin, Texas 78778-0001.

1.	Donation/Transfer Date:		Actual Amount:	\$
2.	Donation/Transfer Date:		Actual Amount:	\$
3.	Donation/Transfer Date:		Actual Amount:	\$
4.	Donation/Transfer Date:		Actual Amount:	\$
5.	Donation/Transfer Date:		Actual Amount:	\$
6.	Donation/Transfer Date:		Actual Amount:	\$
7.	Donation/Transfer Date:		Actual Amount:	\$
8.	Donation/Transfer Date:		Actual Amount:	\$
9.	Donation/Transfer Date:		Actual Amount:	\$
10.	Donation/Transfer Date:		Actual Amount:	\$
11.	Donation/Transfer Date:		Actual Amount:	\$
12.	Donation/Transfer Date:		Actual Amount:	\$
	<b>TOTAL</b>			\$ N/A

## Public Entity Certification of Expenditures (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

Public Entity Transfers and Certifications—submit one copy of the signed form to the e-mail address [ccm.agreements@twc.texas.gov](mailto:ccm.agreements@twc.texas.gov).

	Certification Period				Reporting Date	Planned Amount of Expenditures
1.	From	10/01/23	to	12/31/23	01/31/24	\$ 200,000
2.	From	01/01/24	to	05/31/24	06/30/24	\$ 700,000
3.	From	06/01/24	to	09/30/24	10/31/24	\$ 600,000
4.	From		to			\$
5.	From		to			\$
6.	From		to			\$
7.	From		to			\$
8.	From		to			\$
9.	From		to			\$
10.	From		to			\$
11.	From		to			\$
12.	From		to			\$

**TOTAL** \$ 1,500,000

**Explanation is required below if reporting dates are outside the contract end date:**

Additional month needed to compile financial data for each certification period.

Please call the Board's assigned contract manager if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to [open.records@twc.texas.gov](mailto:open.records@twc.texas.gov) or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

## Certification of Expenditures by a Public Entity

**Name of Contributing Public Entity:** Harris County Department of Education

**The public entity named above certifies expenditures in the amount of** \$ 1,500,000

to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55.

By signing below, the public entity named above certifies that the funds specified above:

- are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- are not used to match other federal funds;
- represent expenditures eligible for federal match; and
- do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).

**Signature of authorized agent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed name of authorized agent:** Jesus Amezcua

**Title of authorized agent:** Assistant Superintendent of Business Services



# Action Items - Non-Consensus

**Regular Board Meeting****8. 1.****Meeting Date:** September 20, 2023**Title:** Discussion to Adopt Tax Rate for Tax Year 2023 (Fiscal Year 2023-2024)**Submitted For:** Jesus Amezcua,  
Business Office**Submitted By:** Julia Watts**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
3. Advocate for learners through innovation  
4. Provide cost savings by leveraging tax dollars  
5. Recruit high-quality professionals**Additional Resource Personnel:** Marcia Leiva**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:**

**Consider approval to adopt tax rate of \$.004800 per \$100 valuation for Tax Year 2023** in accordance with the Truth in Taxation laws codified in Chapter 26 and amended by the 88th Legislature.

**Subject:**

"Truth in Taxation" calculations; No-New-Revenue Rate; Voter-Approval Rate; Adoption of \$0.0049800 tax rate for Tax Year 2023, FY2023-2024

**Rationale:**

HCDE held budget workshops, and the budget was adopted on July 19, 2023. The budget was developed with the assumption of increase property values and a plan to adopt a tax rate not higher than \$.004800. The 2023 finalized certified values were received on August 29th, and the total certified appraised value is \$789 billion. The taxable value is \$603 billion and the uncertified values are \$437.7 billion. The no-new revenue tax rate is calculated at \$.004402 and the voter approved tax rate is estimated at \$.004816.

The administration is recommending to adopt a tax rate of \$.004800 for Tax Year 2023.

The laws require that the values, the calculated rates and the proposal to adopt a tax rate be submitted to the governing body by Aug 7th.

## Attachments

Tax rate adoption calendar  
Certified Letter  
Public Hearing Notice

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## Form Review

### Inbox

Assistant Superintendent - Business  
Form Started By: Julia Watts  
Final Approval Date: 09/06/2023

### Reviewed By

Jesus Amezcua

### Date

09/06/2023 10:58 AM  
Started On: 09/06/2023 07:32 AM

## 2023 AD VALOREM TAX RATE ADOPTION CALENDAR

	Action Item	Tax Code*	Date
1	Information Provided to Taxing Units by Tax Office: Collection Percents Excess Debt Collections Prior Year Refunds	<a href="#">26.04(b)</a> <a href="#">26.012(10)</a> <a href="#">26.013(-b)</a>	7/21/23
2	Harris County Appraisal District (HCAD) to certify 2023 Taxable Value		7/25/23
3	Governing Body to designate an officer or employee to calculate the No-New-Revenue Rate (NNR) and Voter-Approval-Rate (VAR)	<a href="#">26.04(c)</a>	8/16/23
4	<b>Information Provided to Designated Officer for Calculations:</b> Debt Service Schedule (amounts to be paid with property taxes) Debt Service - Unencumbered Fund Balance or any other resources to be paid Unencumbered Fund Balances M&O/I&S Sales Tax Revenue for previous quarters (if you adopted sales tax to offset property taxes) TIF payments made in 2022 (if applicable)		8/16/23
5	Designated Officer to provide calculation of NNR and VAR rates to taxing unit and County Tax Assessor-Collector	<a href="#">26.04(d-3)</a> <a href="#">26.04(e)</a>	8/3/23
6	Taxing Unit must publish a "Notice of Tax Rate" prominently on the home page of the taxing unit's Internet website.	<a href="#">26.04(e)</a>	8/22/23
7	<b>Governing Body to discuss 2023 tax rates</b> A vote on a proposed tax rate must be taken and recorded in order to comply with requirements for holding public hearing, publishing notice and adopting tax rates	<a href="#">26.04</a>	8/16/23
8	August 7 or as soon thereafter as practicable, deadline to post rates on HCAD property tax database website	<a href="#">26.04(e-2)</a>	
9	If your governing body is proposing to exceed the NNR, provide the following to Designated Officer for Calculations: Governing body voting record Date, time & place of public hearing		
10	Begin Internet posting for at least 7 days of "Notice of Public Hearing " if proposing to exceed the NNR	<a href="#">26.065(b)</a>	9/5/23
11	Begin TV spots for "Notice of Public Hearing" - if required 60 second notice 5 times daily between 7am and 9pm for at least 7 days, if free access to TV channel	<a href="#">26.065(c)</a>	
12	If proposing a rate that exceeds the NNR, must publish "Notice of Public Hearing" in Newspaper at least 5 days before public hearing is scheduled	<a href="#">26.06(c)</a> <a href="#">26.06(a)</a>	9/5/23
13	<b>Public Hearings</b> Public hearing to discuss the proposed rate and announces the date, time and place of the meeting to vote , if not previously done If proposing to adopt a rate that exceeds the VAR an election must be called 78 days before the November uniform election The governing body may not hold a public hearing on a proposed tax rate or a public meeting to adopt a tax rate until the 5th day after the chief appraiser delivered the notice of estimated taxes on the property tax database	<a href="#">26.05(d)</a> <a href="#">26.07(b)</a> <a href="#">26.05(d-1)</a>	9/20/23
14	Review steps required for adoption of tax rate: Language required in the motion Statement required in the ordinance, resolution, or order setting Statement that must be posted on taxing unit home page	<a href="#">26.065(b)</a>	8/16/23
15	<b>Meeting to Vote</b> Meeting to vote on tax rates for all entities, if not previously adopted, may not be held later than the 7th day after the public hearing A tax rate that exceeds the VAR must be adopted at the public hearing at least 71 days before the uniform election date November 7th (8/21/23) A taxing unit is required to adopt its tax rate by September 30 or the 60th day, after the taxing unit receives the certified appraisal roll	<a href="#">26.06(e)</a> <a href="#">26.07(c)</a> <a href="#">26.05(a)</a>	9/20/23

\* Not all necessary Tax Code sections are listed in this document, please consult your attorney for questions/concerns

**HARRIS CENTRAL APPRAISAL DISTRICT  
HOUSTON, TEXAS**

**THE STATE OF TEXAS, }  
COUNTY OF HARRIS. }**

**2023  
CERTIFICATION OF APPRAISAL ROLL AND  
LISTING OF PROPERTIES UNDER SECS. 26.01(c) AND (d)  
FOR  
Harris County Department of Education**

Pursuant to Section 26.01(a), Texas Tax Code, I hereby certify the 2023 appraisal roll of properties taxable by Harris County Department of Education. The roll is delivered in electronic form.

The total appraised value now on the appraisal roll for this unit is: \$789,350,164,666

The taxable value now on the appraisal roll for this unit is: \$603,740,887,318

As required by Section 26.01(c), Texas Tax Code, I have included with your roll a listing of those properties which are taxable by the unit but which are under protest and are therefore not included in the appraisal roll values approved by the appraisal review board and certified above. My estimate of the total taxable value which will be assigned to such properties if the owners' claims are upheld by the appraisal review board is: \$37,778,412,910

Pursuant to Section 26.01(d), Texas Tax code, the estimated value of taxable property not under protest and not yet included on the certified appraisal roll, after hearing loss, is \$16,142,265,998

Signed this 1st day of September, 2023



*Roland Altinger*

Roland Altinger, CAE, RPA, CTA  
Chief Appraiser

**ASSESSOR'S ACKNOWLEDGEMENT**

As tax assessor/collector of the above-named taxing unit, I hereby acknowledge receipt of the certified 2023 appraisal roll on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.004800 per \$100 valuation has been proposed by the governing body of Harris County Department of Education.

PROPOSED TAX RATE	\$0.004800 per \$100
NO-NEW-REVENUE TAX RATE	\$0.004402 per \$100
VOTER-APPROVAL TAX RATE	\$0.004816 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for Harris County Department of Education from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that Harris County Department of Education may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Harris County Department of Education is proposing to increase property taxes for the 2023 tax year.

**A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 20, 2023 AT 01:00 PM AT 6300 Irvington Boulevard Houston Texas 77022.**

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Harris County Department of Education is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Board of Trustees of Harris County Department of Education at their offices or by attending the public hearing mentioned above.

**YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:**

Property tax amount = (tax rate) x (taxable value of your property)/100

**FOR the proposal:**

Andrea Duhon, President  
Amy Flores Hinojosa First Vice President  
Richard Cantu, Board Member  
Danyahel Norris, Board Member  
Eric Dick, Board Member

**AGAINST the proposal:**

**PRESENT and not voting:**

**ABSENT:**

David W Brown, Second Vice President  
Erica Davis, Board Member

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Harris County Department of Education last year to the taxes proposed to be imposed on the average residence homestead by Harris County Department of Education this year.

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.004900	\$0.004800	decrease of -0.000100, or -2.04%
Average homestead taxable value	\$200,398	\$218,990	increase of 18,592, or 9.28%
Tax on average homestead	\$9.82	\$10.51	increase of 0.69, or 7.03%
Total tax levy on all properties	\$28,713,144	\$31,563,276	increase of 2,850,132, or 9.93%

For assistance with tax calculations, please contact the tax assessor for Harris County Department of Education at 713-274-8000 or [tax.office@tax.hctx.net](mailto:tax.office@tax.hctx.net), or visit [www.hctx.net](http://www.hctx.net) for more information.

**Regular Board Meeting****8. 2.****Meeting Date:** September 20, 2023**Title:** Change Order #2 to JOC for Quality Security Systems for Barrett Station Early Head Start**Submitted For:** Richard Vela, Facilities**Submitted By:**

Laura Espinoza

**Recommended Action:** Approve**HCDE Goal(s):**1. Impact education/respond to evolving needs  
2. Deliver value responsibly**Additional Resource Personnel:** Joe Carreon**Facilities/Technology Approval Needed?:** Facilities

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**Information****Posted Agenda Item:**

**Consider approval of Change Order #2 to Job Order Contract with Head Start and Quality Security Systems (#21/021MJ-31)** for Barrett Station Early Head Center Access Control, Fire Alarm, Security, & Camera Equipment Project and delegate authority to the Superintendent or his designee to negotiate, finalize and execute Change Order #2, extending the Substantial Completion Date to 9/30/23.

**Subject:**

Consider approval of Change Order #2 to Job Order Contract with Head Start and Quality Security Systems (#21/021MJ-31) for Barrett Station Early Head Center Access Control, Fire Alarm, Security, & Camera Equipment Project and delegate authority to the Superintendent or his designee to negotiate, finalize and execute Change Order #2, extending the Substantial Completion Date to 9/30/23.

**Rationale:**

Consider approval of Change Order #2 to Job Order Contract with Head Start and Quality Security Systems (#21/021MJ-31) for Barrett Station Early Head Center Access Control, Fire Alarm, Security, & Camera Equipment Project and delegate authority to the Superintendent or his designee to negotiate, finalize and execute Change Order #2, extending the Substantial Completion Date to 9/30/23.

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**Fiscal Impact****Included in FY budget Y/N::** Yes**Included in current budget amendment::** Yes

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**Attachments**

Change Order 2 - Barrett Station

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**Form Review****Inbox**Purchasing  
Purchasing Director**Reviewed By**Deisy Rubio  
Edna Johnson**Date**09/05/2023 09:46 AM  
09/05/2023 04:51 PM

**AIA**<sup>®</sup>**Document G701<sup>®</sup> – 2017****Change Order****PROJECT:** *(Name and address)*Harris County Department of Education's  
Barrett Station Head Start Center access  
control, fire alarm, security, and camera  
equipment**CONTRACT INFORMATION:**

Contract For: Job Order Contracting

Date: August 31, 2022

**CHANGE ORDER INFORMATION:**

Change Order Number: 02

Date: September 20, 2023

**OWNER:** *(Name and address)*Harris County Department of Education  
6300 Irvington Boulevard  
Houston, Texas 77022**ARCHITECT:** *(Name and address)*Kirksey Architecture, Inc.  
6909 Portwest Drive  
Houston, Texas 77024**CONTRACTOR:** *(Name and address)*Quality Security Systems  
220 Barren Springs Drive, Suite 4  
Houston, Texas 77090**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Increase the Contract Time by thirty (30) days due to delays.

The original Contract Sum was

\$ 128,189.45

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 128,189.45

The Contract Sum will be unchanged by this Change Order in the amount of

\$ 0.00

The new Contract Sum including this Change Order will be

\$ 128,189.45

The Contract Time will be increased by thirty (30) days.

The new date of Substantial Completion will be September 30, 2023.

Final Completion shall be achieved no later than ten (10) calendar days following Substantial Completion.

Owner hereby reserves all rights and remedies to which it is entitled, none of which are waived.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Kirksey Architecture, Inc.

**ARCHITECT** *(Firm name)***SIGNATURE**

Jody L. Sergi, AIA

Assoc. Vice President

**PRINTED NAME AND TITLE****DATE**

Quality Security Systems

**CONTRACTOR** *(Firm name)**Pate L. Muse III***SIGNATURE**

Pate L. Muse III

*President***PRINTED NAME AND TITLE***9/6/2023***DATE**

Harris County Department of Education

**OWNER** *(Firm name)***SIGNATURE**Jesus Amezcua, Ph.D., CPA, RTSBA,  
Assistant Superintendent of Business  
Services**PRINTED NAME AND TITLE****DATE**



**Regular Board Meeting****8. 3.**

<b>Meeting Date:</b>	September 20, 2023		
<b>Title:</b>	Channelview Head Start Campus Fencing		
<b>Submitted For:</b>	Venetia Peacock, Head Start	<b>Submitted By:</b>	Nancy Argueta
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs 2. Deliver value responsibly 4. Provide cost savings by leveraging tax dollars
<b>Additional Resource Personnel:</b>	Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Dr. Edna Johnson	<b>Facilities/Technology Approval Needed?:</b>	None

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**Information****Posted Agenda Item:**

**Consider approval of project delivery/contract method of job order contracting for perimeter fencing project and JOC contract with Facilities Sources (Choice Partners Contract 21/039MR-05)** in the amount of \$104,008 for the Channelview Head Start campus. The purchase will be made with construction funds.

**Subject:**

Channelview Head Start Campus Fencing

**Rationale:**

The purchase of the perimeter fencing will provide a secure exterior area that is fully enclosed. The fence is designed to prevent access to the Channelview campus when facility is closed or on lockdown.

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**Fiscal Impact****Attachments**

Channelview Fence Quote  
Channelview Fence Contract

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**Form Review****Inbox**

Head Start  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Nancy Argueta  
Final Approval Date: 09/05/2023

**Reviewed By**

Venetia Peacock  
Deisy Rubio  
Edna Johnson  
Jesus Amezcua

**Date**

08/28/2023 03:30 PM  
08/31/2023 01:08 PM  
09/01/2023 01:09 PM  
09/05/2023 06:57 PM  
Started On: 08/24/2023 11:21 AM



August 28, 2023

Venita Peacock  
Senior Director of Head Start  
Harris County Department of Education  
6300 Irvington  
Houston, Texas 77022

Contract No. 21/039MR-05 Harris County Department of Education  
Subject: Job Order Proposal for **RFP TO-101-87-24300R**

Project Location: Channelview Head Start  
Project Title: **Perimeter Fencing**

Dear Ms. Peacock,

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal scope is per job walk August 24, 2023, to review the scope of work related to the installation of 6' tall black coated chain link and ornamental fencing and a motorized sliding traffic gate. The proposal includes the installation of a v-track motorized gate with operator. Removal of the existing pipe gate is included.

Pricing is per 2023 RS Means Facilities Construction Cost Data with adjustments for the city cost index and contract coefficient.

The proposed price prior to bonding is: .....	\$ 101,472.16
The reimbursable bond cost is: .....	\$ 2,536.80
<b>The Grand Total Fixed Price is: .....</b>	<b>\$ 104,008.96</b>

Material is: .....	\$ 45,648.60
Labor w/OH&P is: .....	\$ 47,698.96
Equipment is: .....	\$ 8,124.60

The proposed project duration is 21 days after NTP.  
This proposal is good for 30 days from the above date.

Please direct any questions to Wayne Bryant at (713) 337-5700.

Sincerely,

  
Wayne Bryant  
Project Manager

Attachments: RS Means Estimate, Site Sketch



# Final Estimate

Wayne Bryant

Facilities Sources

21/039MR-05 - HCDE JOC - IDIQ Construction - 2nd Option - 6/15/2023 to 6/14/2024

HCDE - Channelview Head Start - Perimeter Fencing - 87-24300

Estimator: Wayne Bryant

Channelview Head Start - Perimeter Fencing

## Totalling Components

Price Line Items	\$119,879.69
RSMeans HOUSTON, TX CCI 2023Q3, 85.50%	\$(17,382.56)
HCDE Construction JOC (JOC-IDIQ), <Normal 99%, OT 110%> (-1.0000%)	\$(1,024.97)
Non-Priced & Subcontractor Mark-up, 15% (15.0000%)	

## Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$53,929.47
Labor:	\$56,018.45
Equipment:	\$9,598.44
Other:	\$333.32
Laborhours:	570.38
Green Line Items:1	\$248.50

Total Construction Cost	\$101,472.16
Payment and or Performance Bond (2.5000%)	\$2,536.80
Builders Risk Insurance ()	
Estimate Grand Total	\$104,008.96

## Priced/Non-Priced

Total Priced Items:	57	\$119,879.68	
Total Non-Priced Items:	0	\$0.00	0.00%
	57	\$119,879.68	

**Grand Total** **\$104,008.96**

# Final Estimate

Estimator: Wayne Bryant

## Channelview Head Start - Perimeter Fencing

Item	Description	UM	Quantity	Unit Cost	Total	Book	
1 01-31-13-20-0160	Field personnel, general purpose laborer, average 2 laborers 2 days each $(2 \times 2) \times 1.5 = 0.60$	Week	0.6000	\$3,000.00	\$1,800.00	RSM23FAC L, O&P	P
2 01-31-13-20-0260	Field personnel, superintendent, average Fencing Superintendent	Week	1.0000	\$3,725.00	\$3,725.00	RSM23FAC L, O&P	P
3 01-31-13-20-0260	Field personnel, superintendent, average Electrical Supervisor	Week	1.0000	\$3,725.00	\$3,725.00	RSM23FAC L, O&P	P
4 01-54-33-20-4890-1	Hourly operating cost for rent loader, skid steer, wheeled, 1 CY 78 HP, diesel	Ea.	24.0000	\$22.23	\$533.52	RSM23FAC E, O&P	P
5 01-54-33-20-4890-2	Rent per day for rent loader, skid steer, wheeled, 1 CY 78 HP, diesel	Ea.	3.0000	\$482.63	\$1,447.89	RSM23FAC E, O&P	P
6 01-54-33-20-4892-2	Rent per day for rent skid steer attachment, auger	Ea.	3.0000	\$149.24	\$447.72	RSM23FAC E, O&P	P
7 01-54-33-20-4900-1	Hourly operating cost for rent trencher chain boom gas oper walking 12 HP	Ea.	12.0000	\$5.04	\$60.48	RSM23FAC E, O&P	P
8 01-54-33-20-4900-2	Rent per day for rent trencher chain boom gas oper walking 12 HP	Ea.	4.0000	\$304.84	\$1,219.36	RSM23FAC E, O&P	P
9 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$390.00	\$780.00	RSM23FAC L, E, O&P	P
10 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer Tree Removal Mobilization	Ea.	2.0000	\$390.00	\$780.00	RSM23FAC L, E, O&P	P
11 02-41-19-19-3040	Selective demolition, rubbish handling, 50' haul, loading & trucking, hand loading truck, cost to be added to demolition cost	C.Y.	20.0000	\$71.00	\$1,420.00	RSM23FAC L, E, O&P	P
12 02-41-19-20-0200	Selective demolition, dump charges, typical urban city, trees, brush, lumber, includes tipping fees only	Ton	4.0000	\$69.50	\$278.00	RSM23FAC M, O&P	P
13 03-05-05-10-0070	Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping Demo strip of drive for conduit install to keypad location $((2 \times 20) \times .5) / 27 = 0.74$	C.Y.	0.7407	\$425.00	\$314.80	RSM23FAC L, E, O&P	P
14 03-21-11-60-0602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories $((30 \times 8) \times .668) = 160.32$	Lb.	160.3200	\$1.55	\$248.50	RSM23FAC Grn, M, L, O&P	P
15 03-21-11-60-0602-1000	Reinforcing steel, in place, under 10 ton job, #3 to #7, add (Modified using 03-21-11-60-1000) $((30 \times 8) \times .668) = 160.32$	Lb.	160.3200	\$0.23	\$36.87	RSM23FAC M, L, O&P	P

# Final Estimate

Estimator: Wayne Bryant

Channelview Head Start - Perimeter Fencing

Item	Description	UM	Quantity	Unit Cost	Total	Book
16 03-31-13-25-0140	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using gas powered cement mixer, includes local bulk aggregate & sand, bagged Portland cement (Type I) and water, excludes, forms, reinforcing, placing & finishing Track beam + Bollards + Drive $(2*2*30)+(((3.14*(1*1))*4)*4)+((2*20)*.5) = 190.24$	C.F.	190.2400	\$11.60	\$2,206.78	RSM23FAC M, L, E, O&P
17 03-31-13-25-0340	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using wheelbarrow, includes bagged pre-mixed dry ingredients (80-Lb bag = 0.6 C.F.) and water, excludes, forms, reinforcing, placing & finishing $((3.14*(.5*.5))*3)*95 = 223.73$	C.F.	223.7250	\$26.00	\$5,816.85	RSM23FAC M, L, O&P
18 03-31-13-70-1900	Structural concrete, placing, continuous footing, shallow, direct chute, includes leveling (strike off) & consolidation, excludes material $((2*2*30)/27) = 4.44$	C.Y.	4.4444	\$31.50	\$140.00	RSM23FAC L, E, O&P
19 03-81-13-50-0500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	L.F.	40.0000	\$2.84	\$113.60	RSM23FAC M, L, E, O&P
20 03-81-13-50-0500-0520	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using 03-81-13-50-0520) $40*2 = 80.00$	L.F.	80.0000	\$0.94	\$75.20	RSM23FAC M, L, E, O&P
21 05-05-21-90-0300	Welding structural steel in field, cost per welder, 1/8" dia, type 6011, incl 1 operating engineer	Hr.	6.0000	\$229.00	\$1,374.00	RSM23FAC M, L, E, O&P
22 05-12-23-18-0020	Corner guards, steel angle w/anchors, 1.5 lbs/LF, 1" x 1" x 1/4"	L.F.	30.0000	\$18.10	\$543.00	RSM23FAC M, L, O&P
23 05-12-23-18-0020-0370	Corner guards, stainless steel, for angles drilled & anchored to concrete, add (Modified using 05-12-23-18-0370)	L.F.	30.0000	\$11.55	\$346.50	RSM23FAC M, L, O&P
24 05-12-23-18-0020-0400	Corner guards, steel, for galvanized angles, add (Modified using 05-12-23-18-0400)	L.F.	30.0000	\$2.80	\$84.00	RSM23FAC M, O&P
25 11-12-33-13-5800	Parking gates, inductive loop	Ea.	2.0000	\$620.00	\$1,240.00	RSM23FAC M, L, O&P
26 26-05-19-90-1300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray $((500*3)*2)/100 = 30.00$	C.L.F.	30.0000	\$173.00	\$5,190.00	RSM23FAC M, L, O&P
27 26-05-33-13-9120	PVC conduit, schedule 40, 1" diameter, to 10' H, incl terminations, fittings, & support $500*2 = 1,000.00$	L.F.	1,000.0000	\$10.40	\$10,400.00	RSM23FAC M, L, O&P
28 26-05-33-13-9230	PVC conduit elbows, 1" diameter, to 15' H	Ea.	8.0000	\$25.50	\$204.00	RSM23FAC M, L, O&P
29 26-05-33-13-9316	PVC conduit couplings, 1" diameter, to 15' H	Ea.	40.0000	\$24.00	\$960.00	RSM23FAC M, L, O&P
30 26-05-33-16-0350	Outlet boxes, pressed steel, 4-11/16" square	Ea.	4.0000	\$49.50	\$198.00	RSM23FAC M, L, O&P

# Final Estimate

Estimator: Wayne Bryant

Channelview Head Start - Perimeter Fencing

Item	Description	UM	Quantity	Unit Cost	Total	Book
31 26-05-33-16-0450	Outlet boxes, pressed steel, covers, blank, 4-11/16" square	Ea.	4.0000	\$18.50	\$74.00	RSM23FAC M, L, O&P
32 26-05-33-16-1620	Outlet boxes, cast, weatherproof receptacle cover, tamper resistant, 1 gang	Ea.	2.0000	\$32.00	\$64.00	RSM23FAC M, L, O&P
33 26-05-33-95-0130	Hole drilling, concrete wall, 8" thick, 1" pipe size, to 10' high	Ea.	2.0000	\$94.50	\$189.00	RSM23FAC M, L, E, O&P
34 26-05-39-30-4400	Rigid galvanized steel conduit, 3/4" diameter, in concrete slab, incl terminations, fittings and supports	L.F.	15.0000	\$9.95	\$149.25	RSM23FAC M, L, O&P
35 26-24-16-20-2004	Circuit breakers, 120/240 volt, plug-in, 1 pole with NM cable, 20 amp	Ea.	2.0000	\$160.00	\$320.00	RSM23FAC M, L, O&P
36 26-27-26-20-2470	Duplex receptacle, grounded, 120 volt, 20 amp	Ea.	2.0000	\$44.50	\$89.00	RSM23FAC M, L, O&P
37 27-15-13-13-8502	Multipair cable, shielded non-plenum, 300 V PVC jacket, #18, 2 pair	C.L.F.	1.5000	\$320.00	\$480.00	RSM23FAC M, L, O&P
38 27-15-13-13-8506	Multipair cable, shielded non-plenum, 300 V PVC jacket, #18, 6 pair	C.L.F.	1.5000	\$645.00	\$967.50	RSM23FAC M, L, O&P
39 31-11-10-10-0020	Clearing & grubbing, cut & chip light trees, to 6" diameter	Acre	0.4000	\$5,900.00	\$2,360.00	RSM23FAC L, E, O&P
40 31-23-16-14-0400	Excavating, chain trencher, utility trench, common earth, 12 HP, 6" wide, 24" deep, operator walking	L.F.	500.0000	\$1.75	\$875.00	RSM23FAC L, E, O&P
41 31-23-16-14-0400-1400	Excavating, chain trencher, utility trench, common earth, 6" wide, 24" deep, backfill by hand, includes compaction, add (Modified using 31-23-16-14-1400)	L.F.	500.0000	\$2.58	\$1,290.00	RSM23FAC L, E, O&P
42 31-23-16-14-0900	Excavating, chain trencher, utility trench, common earth, minimum labor/equipment charge	Job	1.0000	\$480.00	\$480.00	RSM23FAC L, E, O&P
43 31-23-16-16-0100	Structural excavation for minor structures, bank measure, heavy soil or clay, pits to 6' deep, by hand $((2*2*30)/27) = 4.44$	B.C.Y.	4.4444	\$150.00	\$666.66	RSM23FAC L, O&P
44 31-23-16-16-0100-1500	Structural excavation for minor structures, bank measure, for wet or muck hand excavation, add to above (Modified using 31-23-16-16-1500) $((2*2*30)/27) = 4.44$	B.C.Y.	4.4444	\$75.00	\$333.33	RSM23FAC O&P
45 32-31-11-10-7820	Chain link fence gates and posts, motor operators for gates, up to 45' sliding, excludes electric wiring & excavation	Ea.	1.2500	\$6,175.00	\$7,718.75	RSM23FAC M, L, O&P
46 32-31-13-30-6645	Fence, chain link, gates & posts, line posts, vinyl coated, (1/3 post length in ground), 2-1/2" OD, 6', set in concrete, includes excavation	Ea.	80.0000	\$133.00	\$10,640.00	RSM23FAC M, L, E, O&P
47 32-31-13-30-6695	Fence, chain link, gates & posts, end posts, chain link fence, vinyl coated, (1/3 post length in ground), 3" OD, 6', set in concrete, includes excavation	Ea.	2.0000	\$183.00	\$366.00	RSM23FAC M, L, E, O&P
48 32-31-13-30-6735	Fence, chain link, gates & posts, corner posts, chain link fence, vinyl, (1/3 post length in ground), 4" OD, 6', set in concrete, includes excavation	Ea.	4.0000	\$219.00	\$876.00	RSM23FAC M, L, E, O&P
49 32-31-13-30-6735-7031	Chain link fence gates and posts, chain link fence, for corner, end & pull post bracing, add (Modified using 32-31-13-30-7031)	Ea.	4.0000	\$34.38	\$137.52	RSM23FAC M, L, O&P

# Final Estimate

Estimator: Wayne Bryant

Channelview Head Start - Perimeter Fencing

Item	Description	UM	Quantity	Unit Cost	Total	Book	
50 32-31-13-30-7925	Chain link fence gates and posts, auger fence post hole, medium soil, 3' deep, by Ea. machine, includes excavation		95.0000	\$18.50	\$1,757.50	RSM23FAC L, E, O&P	P
51 32-31-13-40-1200	Fence, fabric & accessories, fabric, galvanized, 9 ga., 1.2 oz. coat, 2" mesh, 6'	L.F.	700.0000	\$19.75	\$13,825.00	RSM23FAC M, L, E, O&P	P
52 32-31-13-40-1950	Fence, fabric & accessories, top rail, vinyl coated barbed wire, 1-5/8" diameter, incl. tie wires	L.F.	700.0000	\$9.20	\$6,440.00	RSM23FAC M, L, E, O&P	P
53 32-31-13-40-2150	Fence, fabric & accessories, rail, middle/bottom, vinyl coated barbed wire, 1-5/8" diameter, with tie wire	L.F.	700.0000	\$9.05	\$6,335.00	RSM23FAC M, L, E, O&P	P
54 32-31-13-40-2250	Fence, fabric & accessories, reinforced wire for fence, coiled spring, vinyl coated, 9 ga.	L.F.	500.0000	\$1.74	\$870.00	RSM23FAC M, L, E, O&P	P
55 32-31-19-10-5600	Decorative metal fences and gates, tubular picket, steel, 6' sections, 2" posts, 6' high, includes excavation	L.F.	175.0000	\$78.50	\$13,737.50	RSM23FAC M, L, E, O&P	P
56 ELEC	Electricians - 2023 RSMeans Facilities Bare Rate	Hour	24.0000	\$67.35	\$1,616.40	Trades L, B	P
57 EQMD	Equipment Operators, Medium Equipment - 2023 RSMeans Facilities Bare Rate	Hour	24.0000	\$63.05	\$1,513.20	Trades L, B	P
Estimate Grand Total						104,008.96	



Channelview Head Start  
16102 Ridlon St.  
Channelview, TX 77530

+/- 150' - 6' tall black ornamental  
fencing - Across frontage only

New 6' black ornamental fencing  
motorized gate (track mounted) w /  
Liftmaster 3000 motor operator

+/- 110' - 6' tall black vinyl  
coated chain link fencing

existing 6' galvanized chain  
link fencing to remain

+/- 325' - 6' tall black vinyl chain  
link fencing

Location of swing  
gates to be reviewed  
on site

Harris County  
Department of...

Electrical Room  
Location

existing 6' galvanized chain  
link fencing to remain

5' 6' tall black vinyl chain link  
fencing

+/- 200' - 6' tall black vinyl  
chain link fencing

existing 6' galvanized chain  
link fencing



## Master Job Order Contract

This Master Job Order Contract ("Contract") is made by and between Harris County Department of Education ("Owner"), a political subdivision of the state of Texas, whose main office address is 6300 Irvington Boulevard, Houston, Texas 77022, and **Dura Pier Facilities Services, LTD dba Facilities Sources** ("Contractor"), whose main office address is **7912 Red Cedar Circle, Humble, TX 77396** for Job Order Contracting Services, effective as of **August 28, 2023**.

### RECITALS

Whereas, Owner is in need of job order contracting services; and

Whereas, this Contract is for the provision of job order contracting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by Owner, in accordance with the terms of this Contract;

Whereas, Contractor has been procured as a Job Order Contractor vendor under Harris County Department of Education ("HCDE") Choice Partners Contract # **21/039MR-05**, and is available to Owner through the Choice Partners purchasing cooperative as permitted by Subchapter I, Chapter 2269 of the Texas Government Code; and

Whereas, Contractor represents that he has the knowledge, ability, skills and resources to provide such job order contracting services in accordance with the terms and requirements of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, intending to be legally bound, hereby agree as follows:

### I. DEFINITIONS

1.1 The term "**Owner**" means the Harris County Department of Education and includes Owner's duly authorized representative, including any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the issuance of Job Order(s) and modifications and assessing progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract.

1.2 The term "**Contractor**" means **Dura Pier Facilities Services, LTD dba Facilities Sources** and includes Contractor's senior manager or its duly authorized representative, including any person specifically authorized to act for Contractor by executing the Contract and any modifications thereto. Contractor's duties include administration of the Contract and performance of the Work.

1.3 The term "**Contract**" as used herein means the documents that form the agreement between Owner and Contractor. The Contract consists of this agreement, including its exhibits and any modifications thereto, any Job Order(s) that may be issued, Choice Partners Contract # **21/039MR-05**, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract # **21/039MR-05**, including the Vendor/Attachment Packet and all certifications therein, which are fully incorporated herein for any and all purposes.

1.4 The term "**Subcontract**" as used herein means any agreement, including purchase orders (other than one involving an employer-employee relationship) entered by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5 The term "**job order contracting**" means maintenance, repair, alteration, renovation, remediation or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of the work required are indefinite.

1.6 The term “**Job Order**” means a specific written agreement between the Owner and the Contractor for Work to be performed under this Contract, in the form of Attachment A hereto.

1.7 The term “**Unit Price Guide**” means the unit price book specified by HCDE/Choice Partners in the procurement of Choice Partners Contract # **21/039MR-05**.

1.8 The term “**Coefficient Multiplier**” means the numerical factor required to be applied pursuant to Contractor’s award under Choice Partners Contract # **21/039MR-05** which is applied to the Unit Price Guide unit prices to cover all of Contractor’s costs in performing the Work of a Job Order.

1.9 The term “**Non-Pre-priced items**” means the necessary, but incidental, parts of a Job Order that are not susceptible to unit pricing using the pre-priced tasks in the Unit Price Guide.

1.10 The term “**Work**” means the doing of all things described in, reasonably related to, and necessary, proper, or incidental to the work and services required by this Contract and/or a Job Order, whether in whole or in part, and includes all labor, materials, tools, resources, supplies, equipment, permits, insurance, transportation, supervision, management, operations, and performance of all tasks provided or to be provided by Contractor to fulfill Contractor’s obligations under this Contract, including any specific project requirements defined and further described in any Job Order.

1.11 The term “**pre-priced item**” means pre-described and pre-priced tasks based on a unit price guide and coefficient multiplier.

## II. TERM OF AGREEMENT

2.1 **Term:** The initial term of this Contract is one (1) year and shall be effective **August 28, 2023** through **December 28, 2023**. Owner may exercise renewal options for up to four additional one-year terms, in Owner’s sole discretion, provided that Contractor is still an eligible vendor under the Choice Partners purchasing cooperative. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.2 **Completion of Work in Progress:** Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Contractor to complete work on any Job Order approved by Owner prior to the expiration of the Contract.

## III. AUTHORIZED CONTRACT SUM

3.1 **Contract Sum:** The maximum aggregate contract expenditures for the initial one (1) year term is **\$104,008.96**. The cost of each specifically authorized Job Order will be established in a “Job Order” issued by Owner and executed by Owner and Contractor. Established cost amounts shall not be increased except by written change order to a previously issued Job Order executed by Owner and Contractor. As required by Texas Government Code Section 2269.403, the Owner’s Board of Trustees must approve any Job Order that exceeds \$500,000. The Owner’s Board of Trustees may be required to authorize Job Orders for lesser amounts as required by local Board policy.

3.2 **No Minimum Amount of Work:** It is expressly understood that Owner is under no obligation to request any services from Contractor and no minimum amount of work is required under this Contract. All service requests will be made by Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost(s), detailed in a specific Job Order.

## IV. SPECIFICATIONS AND DRAWINGS

4.1 **Retention of Drawings:** Contractor shall keep on the Work site a copy of any drawings and/or specifications for a Job Order and shall at all times give Owner access thereto. Anything mentioned in the



specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy, either in the figures, drawings, or the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing regarding such discrepancy. Any adjustment by Contractor without such prior written determination shall be at Contractor's own risk and expense and without any liability to Owner for any adjustment made by Contractor. Owner shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

**4.2 Shop Drawings:** Shop drawings means drawings submitted to Owner by Contractor showing in detail:

- a. the proposed fabrication and assembly of structural elements;
- b. the installation (i.e., form, fit and attachment details) of materials or equipment; and
- c. the construction and detailing of elements of the Work.

Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

**4.3** Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract and Job Order requirements and shall indicate its approval thereon as evidence of such coordination and review. Owner will indicate its approval or disapproval of the shop drawings in writing and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such prior written approval by Owner shall be at Contractor's own risk and without any liability whatsoever to Owner.

**4.3** Contractor shall submit to Owner for approval in writing an appropriate number of copies of all shop drawings. Sets of all shop drawings will be retained by Owner and one set will be returned to Contractor.

**4.4** "As-built" Drawings and Shop Manuals: Contractor is required to submit two complete sets of "as-built" drawings to Contractor within 30 days after project acceptance. "As builds" shall be submitted on paper as well as electronically. Contractor must also submit three copies of shop manuals at that time if equipment has been installed as part of the Job Order.

**4.5** Omissions from the drawings or specifications or the incorrect description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications shall not relieve Contractor from performing such omitted or incorrectly described details of the Work.

**4.6** Contractor shall check all of Owner's furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

## **V. USE OF SPECIFICATIONS, DRAWINGS AND NOTES**

**5.1** All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of

every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. If Owner chooses not to use such materials and no Job Order was issued, Contractor shall not be entitled to any compensation by Owner for any expenses incurred by Contractor for the preparation or development of any of said materials, which includes any and all general overhead costs for preparation of the materials.

## **VI. MATERIAL AND WORKMANSHIP**

6.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Job Order. References in the Job Order and/or its specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

6.2 Contractor shall obtain Owner's prior written approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Owner in writing the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's written approval of the material or articles which Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. Machinery, equipment, material and articles that do not have the required prior approval by Owner shall be installed or used at the Contractor's risk of subsequent rejection and Owner shall not be liable for any costs incurred by Contractor for said Machinery, equipment, material, articles.

## **VII. CONTRACTOR'S GENERAL RESPONSIBILITIES**

7.1 **In General:** Contractor agrees to provide general and specific job order contracting services on a per-project basis as requested by Owner in accordance with the terms of this Contract. Contractor shall furnish all of the materials and perform all of the Work described in a Job Order. Contractor shall do everything required by this Contract, the Job Order and any other requirements incorporated into this agreement or a specific Job Order by reference.

7.2 **Project Manager:** Contractor shall manage and provide all labor and material necessary and reasonably inferable for the complete performance of the Work on any project and/or Job Order authorized pursuant to this Contract.

7.3 **Standard of Care:** Contractor agrees to use commercially reasonable best efforts, skill, judgment, and abilities to perform the Work detailed in the Job Order in an expeditious and timely manner. Contractor shall at all times provide a sufficient number of qualified, skilled personnel, who shall be supervised by Contractor, to accomplish the Work within the time limits set forth in the Job Order. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. All Work under the Contract shall be performed in a skillful and workmanlike manner. Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract and all Work detailed in a Job Order. Unless otherwise specified in a Job Order, Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

7.4 **Compliance with Laws:** Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the project detailed in the Job Order. Contractor shall comply with all state and local building code requirements unless otherwise specifically detailed in the Job Order. Contractor is required to adhere to



all applicable local, state, and national design codes and requirements as well as Owner's construction design standards.

7.5 **Existing Conditions:** Contractor shall use commercially reasonable best efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the Job Order.

7.6 **Correction of Work:** Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

7.7 **Phasing:** Contractor shall not proceed beyond any previously authorized phase of the Work for a project unless authorized by Owner in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Job Order Proposal.

7.8 **Representative:** Contractor shall designate a representative primarily responsible for the Work under this Contract and a specific Job Order. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of any Job Order and Owner. The designated representative shall not be changed without prior written approval of Owner, which approval shall not be unreasonably withheld.

7.9 **Documentation:** Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Job Order Proposal and/or Job Order. Unless otherwise stated in the Job Order or provided by Owner, Contractor shall bear the cost of providing all plans, specifications and other documents used by Contractor and its consultants. **Owner will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work as specified in the Job Order.** Unless otherwise stated in the Job Order, Contractor shall secure and pay for all governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work.

7.10 Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

7.11 In accordance with Texas Business & Commerce Code § 116.001, as soon as practicable after beginning construction of the project, Contractor shall visibly post the following information at the entrance to the construction site: (1) the name and contact information of the Contractor; and (2) a brief description of the project.

## VIII. JOB ORDER PROCEDURES

### 8.1 Job Order Procedures

- a. At Owner's discretion, Owner will submit a Job Order Proposal Request to Contractor for the individual project(s). This request will include, at a minimum, the following: project number, project title, name of Owner's project manager, Owner's customer point of contact, location, the project architect and/or engineer, if any, and a general description of the project. If a Job Order requires architectural or engineering services that constitute the practice of architecture or engineering within the meanings of the Texas Occupations Code, Owner shall select or designate an architect or engineer to prepare the construction documents for the project.
- b. Upon receipt of the Job Order Proposal Request, Contractor shall promptly schedule a site

visit with the Owner's project manager. The site visit will be conducted at a mutually agreed upon time, normally not later than three (3) business days from the time of notification.

- c. During the site visit, the following will be accomplished:
  - 1. Pre-construction site inspection
  - 2. Review and validate the description of work
  - 3. Develop draft detailed statement of work
  - 4. Mark-up existing drawings to show required work (when existing drawings are readily available)
  - 5. Discuss project with end-user customer, ensure proposed work meets their objectives
  - 6. Establish Contractor's due date for the Job Order Proposal
- d. Contractor will keep adequate notes of the site visit, including a before picture, in color, of the conditions, and provide a copy to Owner following completion of the site visit.
- e. Contractor shall submit Contractor's Job Order Proposal within three (3) business days of receipt of Owner's Job Order Proposal Request. Contractor's Job Order Proposal shall include the following:
  - i. A narrative description of Contractor's understanding of the project's scope of work;
  - ii. A description of particular phases of the scope of the work;
  - iii. A cost proposal detailing:
    - 1. the cost of the 'pre-priced' items as taken from the unit price guide (The cost proposal for each Job Order should be based substantially on the use of pre-priced items);
    - 2. the cost of any 'non-pre-priced' items (The proposed cost of all non-pre-priced items in the cost proposal shall include all of Contractor's cost items otherwise included in the coefficient multiplier used for pre-priced items. No coefficient multiplier shall be applied to non-pre-priced items;
    - 3. any other costs that the Contractor intends to charge to the project (Note that other costs include extraordinary costs that are unique to a specific project and not generally or reasonably included in the coefficient multiplier; other costs may be added only if authorized or confirmed in writing by Owner. Other costs may be calculated as a lump sum for the Job Order or on a "not to exceed" basis.);
    - 4. a statement that all Contractor fees, overhead expenses and general conditions are included in the cost proposal; and
    - 5. a lump sum figure for performing the Work, if appropriate;
  - iv. A description of all plans, specifications and other documents, including construction permits, to be used by Contractor in the performance of the Work;
  - v. A proposed time schedule showing the sequence in which Contractor proposes to perform the Work and dates on which Contractor proposes to complete each phase of the scope of the work, including a proposed date to commence the Work and a proposed completion date of the Job Order.
  - vi. If required by Owner, Contractor must submit a schedule chart, which may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. The schedule chart, if required, must contain:
    - a. A list of the different types of work activities or work elements.
    - b. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.
    - c. Include proposed start and completion dates or time frames for each work activity or work element.
    - d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percentage or dollar amount.
    - e. Proposed traffic control methods providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc.



- vii. Contractor's designated representative primarily responsible for the Work;
  - viii. A list of all subcontractors who Contractor proposes to use in the performance of the Work;
  - ix. Any qualifications or conditions applicable to the Job Order Proposal; and
- f. After Contractor's submission of its Job Order Proposal, Owner will review the Job Order Proposal and either proceed to issuance of a Job Order or schedule a time to review the Job Order Proposal with Contractor and negotiate any changes, clarifications or modifications.
  - g. Following the review of Contractor's Job Order Proposal, Owner shall issue Job Order in writing, in a form materially consistent with Attachment A hereto, incorporating any changes, clarifications or modifications to Contractor's Job Order Proposal made in the review process, and attaching the final Job Order Proposal as an exhibit.
  - h. Once issued, the Job Order is a not to exceed contract amount for the Job Order. No line item will be added to a Job Order because a line item was excluded by Contractor in Contractor's Job Order Proposal or draft or final Job Order; however, the Owner shall have no obligation to pay for goods or services contained in the Job Order Proposal that are not provided.
  - i. **Notice to Proceed:** If a Commence Date is not stated in the specific Job Order, Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Contractor to begin the Work identified in the Job Order on the date fixed in the Notice to Proceed. Upon the Commencement Date specified in the Job Order or Notice to Proceed, Contractor is fully responsible for the scheduling, quality control, safety, and all other aspects of the management of the project detailed in the Job Order. Owner may make periodic inspections of the job site to ensure compliance; however, quality control is ultimately the Contractor's responsibility.
  - j. **Quality Assurance/Quality Control Plan:** If requested by the Owner for a particular Job Order, Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the Owner's inspectors.
  - k. **Weekly Reports:** Contractor is required to submit weekly progress reports on each active Job Order electronically or in paper form to Owner at the end of each work week, which shall include a current schedule.
  - l. **Schedule:** Time is of the essence in rendering the services hereunder. The Job Order shall include a time schedule for each phase of the Work for the Job Order, and Contractor agrees to perform all obligations and render services in accordance with the schedule(s) established in the Job Order. In emergency or non-standard situations, Owner may require Contractor to complete a Job Order on an expedited basis. All Job Orders are to be completed within the timelines agreed to by Owner and Contractor as detailed in the Job Order. If Contractor falls behind the schedule detailed in the Job Order, Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.
  - m. **Emergency Work:** Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with

Owner's schedule requirements.

## IX. OWNER'S RESPONSIBILITIES

9.1 **Representative:** Owner designates the Executive Director of Facilities or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

## X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement:** If required by Owner, Contractor shall provide a certification



statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

10.6 **Differing Site Conditions:** Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

10.7 **Investigation by Owner:** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

10.8 **Equitable Adjustment:** No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## **XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK**

11.1 **Contractor Inspection System:** Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

11.2 **Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall

be final and conclusive.

11.3 **Non-Conformance:** Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

11.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:

- a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
- b. Terminate the Contractor for default upon seven (7) days written notice.

11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.

11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:

- a. Relieve Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of Owner after acceptance of the complete work.

11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.

11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

11.10 **Substantial Completion** means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on



those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor, and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

**11.12 Close-Out Documentation:** Contractor shall provide the following as part of the close-out documentation:

- a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
- b. All forms below must be included with the final payment documentation of the project, as applicable:
  - 1) Owner's Manual(s)
  - 2) MSDS
  - 3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
  - 4) Warranties
  - 5) Conditional Lien Release
  - 6) Copies of all applicable permits, licenses, and/or other regulatory documents.
- c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

## **XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL**

**12.1 Preservation:** Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so**, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

**12.2 Existing Improvements:** Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

**12.3 Traffic Control:** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

## **XIII. CLEANING UP AND REFUSE DISPOSAL**

**13.1** Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

#### XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty:** In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance:** Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability:** Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect



to latent defects, gross mistakes, breach of contract or fraud.

## **XV. PAYMENT**

**15.1 Compensation:** Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing, subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within forty-five (45) days of receipt of invoice. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025. Owner shall notify Contractor of an error or disputed amount in an invoice submitted for payment by Contractor no later than the 21<sup>st</sup> day after the date Owner receives the invoice and shall include in such notice a detailed statement of the amount of the invoice that is disputed, in accordance with Texas Government Code Section 2251.042(a). If Work or any portion thereof has not met the satisfactory approval of Owner's Representative, current and future payments shall not be made until both parties agree that the Work or the portion thereof has been completed in a satisfactory manner or the Work is acceptable; notwithstanding the foregoing, Owner may withhold from payments required no more than 110% of the disputed amount. Notwithstanding any provision herein to the contrary, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

**15.2 Progress Payments:** If required by the Job Order, Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by Contractor and approved in writing by Owner. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a written breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

**15.3 Application for Payment:** With each Application for Payment, Contractor must attach/detail the following information:

- (1) Defective Work not remedied.
- (2) Legal claims filed against Contractor or reasonable evidence indicating probable filing of claims;
- (3) Failure of Contractor to make payments properly to any subcontractor or supplier for material or labor;
- (4) A reasonable doubt that the Job Order can be completed for the unpaid Job Order balance; and
- (5) Damage to another contractor.

**15.4 Payment Retention:** In the processing of progress payments, Owner shall retain a percentage of the estimated amount until final completion and acceptance of all Work performed under the Job Order as retainage as follows: if the Job Order is valued at less than \$5 million, Owner shall retain ten percent (10%); if the Job Order is valued at \$5 million or more, Owner shall retain five percent (5%). Retention applicable to each Job Order shall be released within thirty (30) days after final completion of the Job Order and acceptance of the Work under the Job Order. Per Tex. Gov't Code Section 2252.032(f), on application to Owner for final payment and release of retainage, Owner may withhold retainage if there is a bona fide dispute between Owner and the Contractor and the reason for the dispute is that labor, services, or materials provided by the Contractor, or by a person under the direction or control of the Contractor, failed to comply with the express terms of the Contract or if the surety on any outstanding surety bond executed for the Contract does not agree to the release of retainage. Owner shall provide to Contractor written notice of the basis on which Owner is withholding retainage under this section.

**15.5 Liquidated Damages:** Contractor is expected to complete each Job Order on a timely basis.

Liquidated damages may be assessed at Owner's option for Contractor's failure to timely complete each Job Order and/or phase of the scope of work detailed in a Job Order. Owner may withhold as liquidated damages, or require Contractor to pay a "per day" amount, to be set forth in the Job Order, as liquidated damages for any Work not completed by the completion day set forth in the Job Order. These liquidated damages are not a penalty but are compensation to Owner for additional expenses incurred and inconvenience caused by Contractor's failure to allow Owner to receive the premises at the designated time of completion. Execution of this Contract under these specifications shall constitute the agreement by Owner and Contractor that the liquidated damages amounts stated in the Job Order are the minimum value of the costs and actual and direct damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of completion (including Substantial or Final Completion), that such sums are liquidated direct damages and as all not be constructed to be as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. Liquidated damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve each Job Order and/or phase of the scope of work.

15.6 **Right of Setoff:** In addition to all other rights and remedies that Owner may have, Owner shall have the right to setoff, against any and all amounts due to Contractor by Owner, whether due under this Contract or any other agreement between Owner (including any division of Owner) and Contractor, any sums for which Owner is entitled to under this Contract, as determined by Owner in its sole discretion, including, without limitation, sums due by Contractor to Owner as a result of indemnification obligations, warranty claims, and/or HCDE/Choice Partners Administrative Fee(s), as applicable.

## **XVI. TERMINATION FOR CONVENIENCE OF OWNER**

16.1 **Termination:** Owner may, with or without cause, terminate performance of the Work under this Contract or any Job Order in whole or, from time to time, in part, if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
  - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;



- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

## XVII. DEFAULT

**17.1 Termination of Right to Proceed:** If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
  - i. acts of God or of the public enemy,
  - ii. acts of Owner in its contractual capacity,
  - iii. acts of another Contractor in the performance of a written Contract with Owner,
  - iv. fires,
  - v. floods,
  - vi. epidemics,
  - vii. quarantine restrictions,
  - viii. strikes,
  - ix. freight embargoes, or
  - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**17.2 Termination for Default:** In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or

default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

17.3 **Effect of Termination:** Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

## XVIII. CANCELLATION FOR CONFLICT OF INTEREST

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

## XIX. INSURANCE

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

a. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

b. **EMPLOYER'S LIABILITY INSURANCE** with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Policy Limits
\$1,000,000	Each Employee

c. **COMMERCIAL GENERAL LIABILITY INSURANCE** including products/Completed Operations and Contractual Liability with limits of liability not less than:

Occurrence / Personal Injury / Advertising /	
\$1,000,000 CSL	Products / Completed Operations
\$2,000,000 CSL	Annual Aggregate
\$2,000,000 CSL	Products Aggregate
\$1,000,000 CSL	Fire, Lightning or Explosion
\$5,000 Per Person	Medical Expense

d. **AUTOMOBILE LIABILITY INSURANCE** covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

\$1,000,000	Bodily Injury / Property Damage
-------------	---------------------------------

19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid



and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.
- b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less than the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) upon execution of this Contract. Renewal or replacement certificates shall be furnished to Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies). If Contractor fails to maintain the required amounts of insurance or allows the policies to lapse or expire during the term of the Contract, Owner may purchase said insurance and deduct the cost of obtaining the insurance from Contractor's contract sum.

19.6 Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the Work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

19.7 Mail the original certificate of insurance to:

Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

## **XX. CHANGES**

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated

as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 20.1 above or;
- b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

## **XXI. PAYMENT AND PERFORMANCE BONDS**

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (b) Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

## **XXII. PREVAILING WAGE RATES**

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

## **XXIII. MISCELLANEOUS PROVISIONS**

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with



transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

**23.2 Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

**23.3 Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

**23.4 Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

**23.5 Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

**23.6 Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**23.7 Taxes:** Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

**23.8 Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**23.9 Severability:** Should any provision(s) of this Contract be held invalid or unenforceable in any respect, that provision shall not affect any other provisions, and this Contract shall be construed as if the invalid or unenforceable provision(s) had not been included.

23.10 **Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Contract shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Contract shall not be construed as a future waiver of that provision or a waiver of any other provision of the Contract.

23.11 **Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Contract due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

23.12 **Governing Law and Venue:** This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Houston, Harris County, Texas, which shall be the exclusive venue for any dispute hereunder.

23.13 **Entire Contract:** This Contract, as defined herein, constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Contract or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Contract.

23.14 **Financial Interest:** By signature hereon, Contractor certifies that no member of Owner's Board of Trustees has a financial interest, directly or indirectly, in the transaction that is the subject of this Contract.

23.15 **Authority to Act:** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

23.16 **Records:** Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by Owner or Owner's authorized representative on reasonable notice.

23.17 **Illegal Dumping:** Contractor shall ensure that it and all of its subcontractors prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

23.18 **Interpretation:** Contractor agrees that the normal rules of construction that require that any ambiguities in the Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract or any Job Order.

23.19 **Modification:** This Contract may only be modified by a written instrument executed by the parties to be incorporated into this Contract.

23.20 **Assignment:** Contractor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of Owner. Any attempted assignment of this Contract by Contractor shall be null and void. Any Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Contractor without the prior written approval of Owner.

23.21 **Immunity:** Nothing in this Contract will be construed to waive, modify, or amend any legal



defense available to Owner or any of Owner's past or present trustees, officers, agents, or employees, including, without limitation, governmental immunity from suit as provided by law.

#### XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER:

Harris County Department of Education  
Attn: Assistant Superintendent of Business Services  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.2 With Copies to:

Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.3 If to Contractor: **Dura Pier Facilities Services, LTD dba Facilities Sources**  
**7912 Red Cider Circle**  
**Humble, TX**  
**Wayne Bryant**  
**713-337-5700**

#### XXV. OTHER CONTRACTS

25.1 Owner may undertake or award other contracts for additional work at or near the site of Work under this Contract or a Job Order. Contractor shall fully cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

25.2 Owner may award or enter into other contracts in its sole discretion, and nothing in this Contract may be construed to imply that Contractor has the exclusive right to provide job order contracting services to Owner.

#### XXVI. INDEMNIFICATION

26.1 CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS AGENTS, EMPLOYEES, TRUSTEES AND OTHER OFFICERS FROM ANY AND ALL CLAIMS, LIABILITY, COSTS, SUITE OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES, OR DAMAGES ASSERTED AGAINST IT BY REASON OF THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS AGENTS, SERVANTS, SUBCONTRACTORS, AND EMPLOYEES IN THE PERFORMANCE OF THE CONTRACT.

## **XXVII. CONTRACT ORDER OF PRECEDENCE**

27.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Contract Modifications, if any;
- b. this Contract, including exhibits;
- c. Job Orders;
- d. Drawings;
- e. Specifications;
- f. The contract documents for Choice Partners Contract # **21/039MR-05**, including any addenda and attachments thereto;
- g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract # **21/039MR-05**.

## **XXVIII. PARTY ANTITRUST VIOLATIONS**

28.1 Contractor assigns to Owner any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Contract.

## **XXIX. AUDIT OF RECORDS**

29.1 Pursuant to applicable laws, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, documents and other records ("records") relating to this Contract for a period of five (5) years after completion of this Contract or any Job Order issued hereunder. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract or the Job Order. All records shall be subject to inspection and audit by the Owner at reasonable times, without cost to Owner. Upon request, Contractor shall produce the original of any or all such records. If approved by Owner, photographs, microphotographs or any authentic reproductions may be maintained instead of original records and documents. If an audit or a compliance review has been announced, Contractor shall retain its records and accounts until such audit or compliance review has been completed.

--- Signature page follows ---

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as

of the date identified above.

**OWNER**

By: \_\_\_\_\_  
Jesus Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent of Business Services

\_\_\_\_\_  
Date

**CONTRACTOR**

By: Wayne F. Bryant  
Name: Wayne Bryant  
Title: Project Manager

Aug 28, 2023  
Date

### **ATTACHMENTS**

The following Attachments are incorporated by reference for all purposes:

ATTACHMENT A:      Job Order Form  
ATTACHMENT B:      Prevailing Wage Rates



**ATTACHMENT A**  
**JOB ORDER**

This Job Order is subject to all terms and conditions of the Master Contract ("Master Contract") between Harris County Department of Education (Owner) and **Dura Pier Facilities Services, LTD dba Facilities Sources** (Job Order Contractor) dated **August 28, 2023**, and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract # **21/039MR-05** and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract # **21/039MR-05**. Any amendment or modification of this Job Order must be in writing and signed by both parties.

1. **Agreed Work.** The agreed Work shall include: **To purchase installation of a 6' tall black coated chain link and ornamental fencing and a motorized sliding traffic gate..** If applicable, any additional agreed Work, technical specifications, and/or drawings shall be as set forth and listed in the Job Order Proposal attached hereto as Exhibit 1.
2. **Deadline for Performance.** Job Order Contractor shall complete performance of the Work specified herein on or before **December 28, 2023**. The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be \$1,000.00. The Date of Commencement is: [**X**] the date on which both parties duly execute this Job Order or [ ] will be fixed in a Notice to Proceed issued by the Owner.
3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s)  
**Channelview Head Start.**
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is **\$104,008.96**, as specified in the Job Order Proposal attached hereto as Exhibit 1. Services rendered in accordance with this Job Order shall be funded by **Federal funds**. Payment for services rendered shall be allocated as follows: **100%** funded by **Head funds**.
5. **Bonding.** Pursuant to Section XXI of the Master Contract, Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000 and shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.  
  
A Payment Bond [ X ] is required, [ ] is not required for this Job Order.  
A Performance Bond [ X ] is required, [ ] is not required for this Job Order.
6. **Insurance.** Contractor shall provide certificate(s) of insurance as required by Section XIX of the Master Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Master Contract.
7. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any completed Work under this Job Order is Wayne Bryant.

**AUTHORIZED AND ACCEPTED:**

**JOB ORDER CONTRACTOR/ Dura Pier Facilities Services** \_\_\_\_\_

By: Wayne Bryant  
Name: Wayne Bryant

Date: Aug 28, 2023  
Title: Project Manager

**OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A: Contractor's Job Order Proposal, dated **August 28, 2023**.

## **ATTACHMENT B**

### **OWNER'S ADOPTED PREVAILING WAGE RATES**

#### **Sec. 2258.021. Right to be Paid Prevailing Wage Rates.**

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

#### **Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.**

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

#### **Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.**

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.



## Prevailing Wage Rates - School Construction Trades

June 1, 2022

Texas Gulf Coast Area

CLASSIFICATION	2022 HOURLY RATE
ASBESTOS WORKER	521.13
BRICKLAYER; MASON	525.32
CARPENTER; CASEWORKER	523.38
CARPET LAYER; FLOOR INSTALLER	525.12
CONCRETE FINISHER	523.40
DATA COMM/TELE COMM	523.50
DRYWALL INSTALLER; CEILING INSTALLER	526.65
ELECTRICIAN	525.93
ELEVATOR MECHANIC	528.80
FIREPROOFING INSTALLER	522.25
GLAZIER	522.30
HEAVY EQUIPMENT OPERATOR	522.40
INSULATOR	520.50
IRONWORKER	525.50
LABORER, HELPER	516.71
LATHERER; PLASTERER	523.25
LIGHT EQUIPMENT OPERATOR	520.50
METAL BUILDING ASSEMBLER	521.10
MILLWRIGHT	533.63
PAINTER; WALL COVERING INSTALLER	519.60
PIPEFITTER	526.97
PLUMBER	526.71
ROOFER	520.50
SHEET METAL WORKER	519.90
SPRINKLER FITTER	526.13
STEEL ERECTOR	523.25
TERRAZZO WORKER	523.50
TILE SETTER	519.58
WATERPROOFER; CAULKER	519.88

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

## Prevailing Wage Rates

### Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and /or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceiling.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in tile installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, cleaning up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to, air compressors, truck crane drivers, flex planes, building elevators, form graders concrete mixers less than 14cfl conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers hydraulic lifts and alien cums.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or wall coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes and liquid membranes spray applied or brushed.



## **ADDENDUM TO SERVICES AGREEMENT FOR HEAD START**

THIS ADDENDUM to Services Agreement for HCDE Expenditures (“Addendum”) shall amend, supplement, modify, delete and replace by substitution (or where applicable, be inserted as) the indicated provisions of the Agreement. Wherever the terms hereof are inconsistent with the Agreement, the terms hereof shall be controlling.

### **SUPPLEMENTARY TERMS OF AGREEMENT**

#### **1. Government Subcontract.**

A. This Addendum between HCDE and Contractor is entered into in support of, and subject to the requirements of, the following U.S. Government Contract(s), as applicable: Grant Award Numbers 06HE000969, 06TD000179, 06TD000167, 06CH011535, 06TDT0101, and 06TD000058, between HCDE and the U.S. Department of Health and Human Services (“HHS”) and any amendment(s) thereto, as well as any U.S. Government Contract or grant award hereinafter given to HCDE (collectively, the “Prime Contract”), which are incorporated herein by reference for all purposes.

B. The Parties agree that the recitation of any requirement of the Prime Contract in this Addendum shall in no way affect those requirements of the Prime Contract not recited herein or constitute a waiver thereof by either Party.

C. Pursuant to the Prime Contract, the Prime Contract is subject to certain terms, conditions, and requirements, which are incorporated by reference herein for all purposes, including, but not limited to, the HHS Grants Policy Statement (“HHS GPS”). Unless an exception is specified, such terms, conditions, and requirements apply to Contractor and to a Subcontractor to the same extent that they apply to HCDE under the Prime Contract. Any reference herein to the obligations or requirements of the Prime Contract includes any and all such terms, conditions, and requirements.

D. In the event that Contractor enters into a Subcontract, Contractor must include in any such Subcontract all applicable terms, conditions, and requirements of the Prime Contract. Contractor must also include any additional requirements imposed by this Addendum. If required by the Prime Contract or by this Addendum, Contractor shall recite specific terms, conditions, and requirements in any Subcontract including, but not limited to, the terms of this Article 1.

E. The Parties agree that their performance under this Addendum shall comply with the requirements of the Prime Contract at all times and that, in the event of a conflict between this Addendum and the requirements of the Prime Contract, the requirements of the Prime Contract shall control.

F. Contractor agrees that the mutual obligations of the Parties created by the Prime Contract constitute a contract between Contractor and HHS with respect to the matters covered in the Prime Contract.

G. Definitions. As used in the clauses referenced below and otherwise in this Addendum:

1. “Work” means the doing of all things described in, and all tasks reasonably related to the work and services required by this Addendum, whether completed or partially completed, and includes all skill, labor, materials and supplies, resources, supervision, equipment, services, all things necessary, proper, or incidental to the carrying out and completion of the terms of this Addendum, and all other items of cost or value needed to perform and fulfill Contractor’s obligations under this Addendum.

2. "Government" means the federal government entity established by the United States Constitution, including any part or sub-part of the legislative, executive, or judicial branches thereof.
3. "Data" means recorded information, regardless of form or the media on which it may be recorded, and includes writings, films, sound recordings, pictorial reproductions, drawings, designs, or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files, data processing or computer programs (software), statistical records, and other research data.
4. "Research Data" means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, and excludes preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects, such as laboratory samples, audio or video tapes; trade secrets; commercial information; materials necessary that a researcher must hold confidential until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
5. "Subcontractor" means a person or entity that has a direct contract with Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Addendum as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a person or entity that has a direct contract with HCDE.
6. "Subcontract" means a direct contract between Contractor and a Subcontractor to perform a portion of the Work and does not include any contract to which HCDE is a party.
7. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
8. "Private Entity" means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25 and includes a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization.
9. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7102).

## **2. Access to Records.**

Contractor shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Addendum for a period of three years from the last day of the Term. The only exceptions to the aforementioned records retention requirements are the following:



1. If any litigation, dispute, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, dispute, or audit findings involving the records have been resolved and final action is taken.
2. Records for real property and equipment acquired with Federal funds shall be retained for three years after final disposition.

A. HHS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Contractor that are pertinent to this Addendum, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access provided for in this Addendum are not limited to the required retention period, but shall last as long as the records are retained.

B. With respect to subcontracts under this Addendum, HHS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending HHS funds. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.

### **3. Intellectual Property.**

A. Subject to the requirements of the Bayh-Dole Act of 1980, as implemented in 37 CFR part 401, and as amended by the Technology Transfer Commercialization Act of 2000 (P.L. 106-404), HCDE shall possess the legal ownership, right, and title to any Data, Research Data, writings, software, designs, materials, discoveries, inventions, or any other type of intellectual property made or conceived by Contractor or a Subcontractor in the course of or in connection with this Addendum. Contractor agrees to promptly and completely inform and disclose to HCDE all such Data, Research Data, writings, software, designs, materials, discoveries, inventions, or any other type of intellectual property that Contractor may have acquired during the Term of this Addendum that pertain or relate to the business of HCDE or to any work carried on by HCDE, whether conceived by Contractor or not. All such Data, Research Data, writings, software, designs, materials, discoveries, inventions, or any other type of intellectual property shall be the exclusive property of HCDE. Without waiving its rights to possess exclusive legal ownership to any and all intangible property acquired under this Addendum and expressly subject thereto, as to any intangible property for which HCDE does not become the exclusive legal owner, Contractor hereby grants a royalty-free, nonexclusive and irrevocable right to HCDE to reproduce, publish, prepare derivative works or otherwise use the work for HCDE's purposes, and to authorize others to do so.

B. Data Rights: In all cases, whether HHS funded all or part of the project or program resulting in the Data, the Government shall be given a royalty-free, nonexclusive, and irrevocable license for the Government to reproduce, publish, or otherwise use the Data and to authorize others to do so for Government purposes. Data developed by Contractor or a Subcontractor is also subject to this requirement.

C. Access to Research Data: As required by 45 CFR 74.36, Contractor and a Subcontractor must release Research Data first produced in a project supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law.

D. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.

#### **4. Review of Progress and Site Visits.**

Contractor will meet all timelines mutually established by Contractor and HCDE. HCDE reserves the right to monitor the progress of Contractor. HHS, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by HHS on the premises of Contractor or a Subcontractor under this Addendum, Contractor shall provide and shall require its Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the Work.

#### **5. Trafficking in Persons.**

A. As used in this Article, "Employee" means either: (1) an individual employed by Contractor or by a Subcontractor under this Addendum who is engaged in the performance of the Work under this Addendum; or (2) another person engaged in the performance of the Work under this Addendum and not compensated by Contractor or by a Subcontractor under this Addendum including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. If Contractor is a Private Entity, Contractor, an Employee of Contractor, a Subcontractor under this Addendum, and an Employee of a Subcontractor under this Addendum may not:

1. Engage in severe forms of trafficking in persons during the period of time that this Addendum is in effect;
2. Procure a commercial sex act during the period of time that this Addendum is in effect; or
3. Use Forced Labor in the performance of this Addendum or subcontracts under this Addendum.

C. HCDE may immediately and unilaterally terminate this Addendum, without penalty, if Contractor or a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated a prohibition in paragraph B of this Article; or
2. Has an Employee who is determined to have violated a prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to Contractor or to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 CFR part 376.

D. If Contractor is other than a Private Entity, HCDE may immediately and unilaterally terminate this Addendum, without penalty, if a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated an applicable provision in paragraph B of this Article; or
2. Has an Employee who is determined to have violated an applicable prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or



- b. Imputed to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented at 2 CFR part 376.

E. Regardless of whether Contractor and a Subcontractor under this Addendum is a Private Entity, Contractor and a Subcontractor under this Addendum must inform HCDE immediately of any information Contractor or a Subcontractor under this Addendum receives from any source alleging a violation of a prohibition in paragraph B of this Article.

F. HCDE’s right to terminate unilaterally under this Article:

1. Implements section 106(g) of the TVPA, as amended (22 U.S.C. 7104(g)); and
2. Is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum.

G. Contractor and a Subcontractor under this Addendum must include the requirements of paragraph B of this Article in any subcontract to this Addendum that Contractor or a Subcontractor under this Addendum makes with a Private Entity.

#### **6. Nondiscrimination.**

A. Contractor agrees not to discriminate against any of Contractor’s employees or applicants for employment because of race, color, national origin, sex, religion, age, or handicap.

B. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1) and to file Form HHS 690, Assurance of Compliance. Contractor must recite the terms of this paragraph B in any Subcontract. Contractor is responsible for determining whether a Subcontractor has the required assurance on file and, if not, ensuring that it is on file.

C. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) as implemented by the Department of Health and Human Service regulations at 45 CFR 90. In the event Contractor passes on HHS financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

D. Contractor agrees to comply with E.O. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p. 339), as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” In the event Contractor passes on HHS financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

#### **7. Cost Principles.**

A. Contractor is subject to the Cost Principles stated in the HHS GPS that are otherwise applicable to its type of organization and to any requirements placed on it by HCDE in order for HCDE to comply with the terms and conditions of the Prime Contract.

B. Documentation: The basis for determining the valuation of personal services, materials, equipment, buildings, and land must be verifiable from the records of Contractor. Volunteer services, to the extent feasible, should be supported by the same level of documentation used by Contractor for its own employees, including time and attendance records.

C. HCDE may not approve any action or cost that is inconsistent with the purpose or terms and conditions of the Prime Contract. If an action by Contractor or a Subcontractor will result in a change in the project/program scope or budget requiring HHS approval, HCDE must obtain that approval from HHS before giving its approval to Contractor or a Subcontractor. Failure of HHS to grant such approval, and the repercussions thereof, shall not constitute a breach by HCDE of this Addendum.

D. Contractor must recite the requirements of this Article in any Subcontract.

E. In the event that any payment(s) to Contractor under this Addendum are subsequently disallowed by HHS or in the event that HCDE is required to refund any funding received from HHS or other granting agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Addendum.

#### **8. Changes & Amendments.**

Contractor shall, at the request of HCDE, accept changes and amendments to this Addendum to incorporate additional provisions herein or to change provisions hereof, as HCDE may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract. If any such amendment to this Addendum causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the Work under this Addendum, HCDE and Contractor will use their best efforts to mutually agree upon an equitable adjustment.

#### **9. Debarment and Suspension.**

Organizations or individuals that are suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency cannot, during the period of suspension, debarment, or exclusion, receive HHS grants or be paid from HHS grant funds. As a condition of this Addendum, Contractor agrees, and must recite a requirement in any Subcontract, to comply with the requirements of 45 CFR part 76. This includes, but is not limited to, a requirement that, before entering into a covered transaction, Contractor or a Subcontractor must verify that the entity is not suspended, debarred, or otherwise excluded. This verification may be accomplished by checking the Excluded Parties Listing System. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **10. Lobbying.**

This Article applies to the extent this Addendum or any Subcontract is expected to or exceeds \$100,000: Contractor and any Subcontractor are prohibited by 31 U.S.C. 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financing transactions," from using appropriated funds to pay any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, extension, continuation, renewal, amendment, or modification of the Prime Contract, this Addendum, any Subcontract, or any other Federal award. Contractor and a Subcontractor are required to certify that they have not made, and will not make, such a prohibited payment; will be responsible for reporting the use of non-appropriated funds for such purposes; and will include these requirements in any



Subcontract that will exceed \$100,000 and will obtain necessary certifications from those Subcontractors. Contractor and any Subcontractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. All such disclosures shall be forwarded to HCDE.

#### **11. Clean Air Act.**

This Article applies to the extent this Addendum or any Subcontract is expected to or exceeds \$100,000: Contractor and any Subcontractor must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to HHS and the appropriate Regional Office of the Environmental Protection Agency.

#### **12. Audit Requirements.**

This Article applies to the extent this Addendum or any Subcontract is expected to or exceeds \$300,000: Contractor and any Subcontractor must agree to comply with the audit requirements of OMB Circular A-133, as implemented by 45 CFR 74.26 and 92.26, or audit requirements stated in 45 CFR 74.26(d) and in the HHS GPS (for types of organizations to which OMB Circular A-133 does not directly apply).

#### **13. Termination.**

A. In the event that the Prime Contract is terminated, HCDE may immediately terminate this Addendum, by written notice to Contractor. Upon such termination, HCDE will be responsible for payment to Contractor of costs incurred prior to such termination only to the extent those costs are included in the final payment received by HCDE from HHS.

B. HCDE's right to terminate under this Article is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum or provided by law or equity.

C. Contractor must submit a final invoice to HCDE within thirty days after the termination date.

#### **14. Ownership/Protection of HCDE's Confidential Information.**

A. To assist Contractor in the performance of Contractor's duties and Scope of Work, HCDE agrees to provide to Contractor training regarding HCDE's business methods and access to certain confidential and proprietary information and materials belonging to HCDE and/or to vendors of HCDE and/or participants in HCDE's programs or services (hereinafter "vendors and/or participants"). Such confidential and proprietary information and materials (collectively "Confidential Information") includes, without limitation and regardless of whether such information or materials is expressly identified as confidential or proprietary, the following: proposals, employee information, customer lists, vendor lists and relationships, participant lists, marketing strategies, certain financial information relating to HCDE or vendors and/or participants; plans of HCDE or vendors and/or participants; and other trade secrets and valuable, confidential information of HCDE or vendors and/or participants.

B. Contractor understands and agrees that all Confidential Information and every portion thereof constitutes valuable property of HCDE and/or vendors and/or participants, and Contractor further acknowledges the importance of maintaining the security and confidentiality of the Confidential Information.

C. Contractor agrees to keep the Confidential Information, and all documentation, access, and information relating thereto, strictly confidential. Specifically, Contractor agrees that, except as required for the conduct of HCDE's business or as expressly authorized in writing by HCDE, or as may be required by law or court order, Contractor:

- (1) will not disclose or provide access to Confidential Information to any third party;
- (2) will not copy Confidential Information for any reason;
- (3) will not remove Confidential Information from HCDE's premises;
- (4) will return to HCDE all Confidential Information in Contractor's possession upon completion of any Work for HCDE requiring Contractor to have access to such Confidential Information; and
- (5) return to HCDE all Confidential Information upon the termination of Contractor's relationship with HCDE for any reason.

D. The terms and conditions of this Article shall survive the termination of this Addendum.

**15. Compliance with Laws.**

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to, Title 2 CFR Part 200, Title 2 CFR Part 215, Title 2 CFR Part 220, Title 2 CFR Part 225, Title 2 CFR Part 230, Title 45 CFR Part 74, Title 45 CFR Part 75, Title 45 CFR Part 92, and Title 45 CFR Part 93. Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

Executed this **28th** day of **August, 2023**.

Harris County Department of Education

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

{Dura Pier Facilities Services, Ltd. dba Facilities Sources}

By: Wayne E. Bryant  
 Name: Wayne Bryant  
 Title: Project Manager

## Regular Board Meeting

8. 4.

**Meeting Date:** September 20, 2023

**Title:** Position for Adult Education

**Submitted For:** Natasha Truitt, Human Resources

**Submitted By:** Natasha Truitt

**Additional Resource Personnel:** Dr. Eduardo Honold and Dr. CJ

Rodgers

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### Information

#### Posted Agenda Item:

**Consider approval of 1.0 full-time equivalent (FTE) position for the Adult Education Division** to achieve the division's goal of serving additional participants in workforce certification programs. Position funded by the current Houston-Galvesion Area Council Adult Education Literacy grant.

#### Subject:

Additional Full-time Equivalent Position for the Adult Education Division for the 2023-2024 school year.

#### Rationale:

The two additional part-time positions, Information Technology Certification Instructor (.5 FTE) and Craft Instructor (.5 FTE), are required to achieve the Adult Education Division's goal of serving 600 participants in workforce certification programs.

The position will be financed by reducing the amount allocated in vendor contracts for workforce certification programs. This position will reduce the costs of vocational certification class of 20 participants from an average of \$16,000 to \$4,500.

Rate of pay for the part-time positions:

Craft Instructor - \$45/hour

Information Technology Certification Instructor - \$45/hour

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### Attachments

AE job descriptions

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### Form Review

#### Inbox

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Natasha Truitt

Final Approval Date: 09/05/2023

#### Reviewed By

Yaritza Roman

Edna Johnson

Jesus Amezcua

#### Date

09/01/2023 11:52 AM

09/01/2023 02:43 PM

09/05/2023 06:59 PM

Started On: 08/31/2023 03:10 PM

**Job Title:** Information Technology Certification Instructor **Wage/Hour Status:** Exempt  
**Reports To:** Manager of Adult Education **Pay Grade:** AE Schedule  
**Division/Campus:** Adult Education **Date Revised:** August 31, 2023

**Primary Purpose:**

Responsible for planning and implementing instruction leading to an industry-recognized certification in the field of Information Technology.

**Qualifications:****Education/Certification:**

- Bachelor's degree in computer science or related field from an accredited university and/or equivalent work experience
- Industry-recognized certification in information technology, such as COMP TIA A+, COMP TIA Network Security+, Microsoft Office Specialist, or other entry-level certifications
- Certification as an instructor by the organization issuing the industry-recognized certification

**Special Knowledge/Skills:**

- Ability to communicate effectively (verbal and written)
- Advanced knowledge of computer systems and business software applications

**Experience:**

- Two (2) years of relevant work experience
- Teaching or training experience preferred

**Major Responsibilities and Duties:**

1. Collaborate with Division staff to design a cohesive curriculum that aligns with industry standards and leads to an industry-recognized certification. Ensure the integration of basic skills instruction in literacy, math, ESL, and Civics, along with relevant workforce preparation skills.
2. Prepare and deliver engaging instruction using effective teaching strategies tailored to adult learners with varying interests and abilities, including those with special learning needs.
3. Work closely with the Division's basic skills or ESL instructor to plan lessons that are adaptable to students' academic levels and English language proficiency. Regularly review student progress, address challenges, assess individual readiness for the workforce, and determine appropriate assessments.
4. Foster a positive and conducive learning environment that caters to the maturity and interests of the students, encouraging active participation and skill development.
5. Hold weekly virtual or in-person office hours to provide guidance to students on their progress in the course, assist with scheduling certification exams, and offer valuable job search strategies.
6. Monitor and maintain good student attendance, taking necessary steps to address attendance issues when they arise.
7. Ensure the timely and accurate maintenance of student records, including attendance, assessments, and certification records.
8. Perform other duties as assigned.

**Supervisory Responsibilities:**

None

**Equipment Used:**

Desktop computer, facsimile machine, and copy machine

**Working Conditions:**

- Periods of stressful and challenging interpersonal management
- Occasional prolonged and irregular hours

**Terms of Employment:**

Salary and work year to be established by the HCDE Board of Trustees

**Evaluation:**

Performance of this job will be evaluated annually by the Manager of Adult Education

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The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, working conditions, qualifications and skills that may be required.

*Harris County Department of Education prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, disability, age, political affiliation or belief, status as a beneficiary of programs financially assisted under Title I, WIOA on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States, status as a participant in an WIOA Title I financially assisted program or activity, or on any other basis prohibited by law, that adversely affects the student.*

Reviewed and agreed to by: \_\_\_\_\_  
(Employee Signature)

Date: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

Date of last review: August 31, 2023



## Regular Board Meeting

8. 5.

**Meeting Date:** September 20, 2023

**Title:** Grant Acceptance-Continuation

**Submitted For:** Eduardo Honold, Adult Education

**Submitted By:** Sanjuanita Vela

**Additional Resource Personnel:** Dr. Amezcua, Dr. Johnson, Dr. Rodgers and Dr. Honold

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### Information

#### Posted Agenda Item:

**Consider ratification of the continuation of the contract between Harris County Department of Education and the Houston-Galveston Area Council** for the provision of the Adult Education and Literacy services in Harris and Liberty counties in the amount of \$4,520,816 for the period of 07/01/2023 through 06/30/2024.

#### Subject:

Interlocal contract with Houston-Galveston Area Council for the provision of the Adult Education and Literacy services in Harris and Liberty counties.

#### Rationale:

HGAC - Adult Education contract will provide classes for adult learners for the period of July 1, 2023, through June 30, 2024.

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### Attachments

AED Assurance-Grant

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### Form Review

#### Inbox

Adult Education  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Sanjuanita Vela  
Final Approval Date: 09/05/2023

#### Reviewed By

Eduardo Honold  
Yaritza Roman  
Edna Johnson  
Jesus Amezcua

#### Date

08/31/2023 02:53 PM  
09/01/2023 01:04 PM  
09/01/2023 02:54 PM  
09/05/2023 06:59 PM  
Started On: 08/31/2023 01:46 PM



## Houston-Galveston Area Council Regional Workforce System Assurances and Certifications

The Houston-Galveston Area Council, as the Gulf Coast Workforce Board's staff, contracts for the operation of the Board's regional workforce system using resources from the federal Workforce Innovation and Opportunity Act, portions of the public welfare programs under the Social Security Act, Child Care and Development Block Grant Act of 1990, and section 5082 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, as amended, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Funds originating with the United States Departments of Labor, Health and Human Services, and Agriculture are passed through the Texas Workforce Commission to the Houston-Galveston Area Council according to requirements of federal law. When contracting, organizations are required to assure and certify the following:

1. **Non-discrimination and equal opportunity.** As a condition to the award of financial assistance from the Department of Labor under WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient assures that, as a recipient of WIOA financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant Subrecipient's operation of the WIOA-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA - financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

2. **Environmental compliance.** Subrecipient assures and certifies that to the extent required by law, it will comply with applicable provisions of the Clean Air Act (42 USC §7401 et seq) the Federal Water Pollution Control Act, as amended (233 USC §1251 et seq), Section 508 of the

Houston-Galveston Area Council  
Regional Workforce System  
Assurances and Certifications

Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15.

3. **Labor Standards.** Subrecipient agrees and certifies that it will comply with applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a- 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a.
4. **Texas Family Code.** Subrecipient certifies that the individual or organization submitting the proposal is not ineligible, pursuant to Texas Family Code §231.006, to receive the specified payment and acknowledges that if the certification is inaccurate, no contract will be made with Subrecipient.
5. **Unfair business practices.** Subrecipient certifies and assures that it has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Subrecipient further certifies and assures that no officer of the Subrecipient has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.
6. **Criminal Convictions.** Subrecipient certifies that it will disclose to the Houston-Galveston Area Council and any applicable federal or state agencies the name of any person who has an ownership or control interest in or is an agent or managing employee of the Subrecipient who has been convicted of a criminal offense related to the person's involvement in any program under Title XVIII, SIX, or SS of the Social Security Act since the inception of these programs.
7. **Identity Change.** Subrecipient certifies that it will notify the Houston-Galveston Area Council immediately in the event of any significant change affecting the Subrecipient and Subrecipient's identity, such as ownership or control, name change, governing board membership and vendor identification number.
8. **Immigration Reform and Control Act.** Subrecipient certifies that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 1, 1986, who will perform any services under the proposed contract.
9. **WIOA Compliance.** Subrecipient certifies that it will comply with the requirements in the final regulations and audit compliance supplements to be promulgated by the United States Department of Labor and the Office of Management and Budget and any alternative implementation options exercised by Texas under the WIOA statute.
10. **Union Organizing.** Subrecipient certifies that no funds received under WIOA will be used to assist, promote or deter union organizing, as referred to in WIOA § 181(b)(7), 29 U.S.C. § 3241(b)(7).
11. **Business Relocation.** Subrecipient certifies that no WIOA funds shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business, if such relocation would result in a loss of employment for any employee of such business at the original location

## Houston-Galveston Area Council Regional Workforce System Assurances and Certifications

and such original location is within the United States in accordance with WIOA § 181(d)(1), 29 U.S.C. § 3241(d)(1).

12. **Relocation Loss of Employment.** Subrecipient certifies that no WIOA funds shall be used for customized or skill training, on-the-job training, incumbent worker training, transitional employment or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is one hundred twenty (120) days after the date upon which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States in accordance with WIOA § 181(d)(2), 29 U.S.C. § 3241(d)(2).
13. **Buy American Act.** Subrecipient certifies that none of the funds made available by WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with 41 U.S.C. § 8301 through § 8303, the Buy American Act, as referenced in WIOA § 502, 29 U.S.C. § 3342.
14. **ACORN.** Subrecipient certifies that none of the funds made available by WIOA may be awarded or obligated to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, or allied organizations, in accordance with Pub.L. 114-113, Division H, Title V, Section 522.
15. **Flood Disaster Protection.** Subrecipient certifies that none of the Federal funds made available by this Request for Proposal may be provided in identified flood-prone communities, as stated in the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private Subrecipients for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
16. **Accessibility.** Subrecipient certifies that sub-recipient will comply with the requirements found in the Architectural Barriers Act of 1968, 42 U.S.C. § 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 C.F.R. Part 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 C.F.R. Part 1191, Appendices C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
17. **Conference and Conference Space.** Conferences funded in whole or in part by the award are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information in the requirements and the allowability of costs associated with conferences, refer to 2 C.F.R. §200.432. Subrecipients will be held accountable to the requirements in 2C.F.R. § 200.432. Therefore, costs that do not comply with 2 C.F.R. §200.432 will be questioned and may be disallowed.

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- 18. Subawards.** A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. Each pass-through entity is responsible for monitoring subrecipients, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipients comply with all applicable regulations and the terms and conditions of this award (2 C.F.R. § 200.201(b)(1)).
- 19. Vendor/Contractor.** The term, contractor, sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program. (2 C.F.R. § 200.23) These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 C.F.R. § 200.330. When procuring contractors for goods and services, subrecipients must follow the procurement requirements at 2 C.F.R. § 200.319, which calls for full and open competition.
- 20. Human Trafficking Victims.** Subrecipient certifies that grant award funds shall be used in compliance with the Federal requirements against Prohibition on Trafficking persons found in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)). The following language must be included in all awards or sub-awards:
- (I) Trafficking in persons.
    - (a) Provisions applicable to a recipient that is a private entity.
      - (i) You as the recipient, your employees, sub recipients under this award, and sub recipients' employees may not—
        - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
        - 2. Procure a commercial sex act during the period of time that the award is in effect; or
        - 3. Use forced labor in the performance of the award or sub awards under the award.
      - (ii) The awarding agency may unilaterally terminate this award, without penalty, if you or a sub recipient that is a private entity —
        - 1. Is determined to have violated a prohibition in paragraph a.i of this award term; or
        - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.i of this award term through conduct that is either—
          - a. Associated with performance under this award; or
          - b. Imputed to you or the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on

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Governmentwide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.

- (b) Provision applicable to a recipient other than a private entity. We as the awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  - (i) Is determined to have violated an applicable prohibition in paragraph a.i of this award term; or
  - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.i of this award term through conduct that is either—
    - 1. Associated with performance under this award; or
    - 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.
- (c) Provisions applicable to any recipient.
  - (i) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.i of this award term.
  - (ii) Our right to terminate unilaterally that is described in paragraph a.ii or b of this section:
    - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - (iii) You must include the requirements of paragraph a.i of this award term in any sub award you make to a private entity.
- (d) Definitions. For purposes of this award term:
  - (i) “Employee” means either:
    - 1. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
    - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - (ii) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - (iii) “Private entity”:
    - 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
    - 2. Includes:

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- a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
    - b. A for-profit organization.
  - (iv) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. § 7102).”
21. **Felony Convictions.** Subrecipient certifies that none of the Federal funds made available by this Grant Award shall be used on contracting with corporations with felony convictions. The Board is prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
22. **Federal Tax Liability.** Subrecipient certifies it will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
23. **Homeland Security Act.** Subrecipient certifies that no Federal funds made available under this Grant Award may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under § 835(b) of the Homeland Security Act of 2002 (6 U.S.C. § 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
24. **Privacy Act.** Subrecipient certifies that no Federal funds made available under this Grant Award shall be used in violations of the privacy act. These funds cannot be used in contravention of the 5 U.S.C. § 552a or regulations implementing that section.
25. **Child Labor.** Subrecipient certifies that no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: <https://www.dol.gov/ilab/reports/child-labor/list-of-products/>.
26. **Abortion Coverage.** Subrecipient certifies that no Federal funds may be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a

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pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source.

Additionally, no funds made available through this award may be provided to a state or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

27. **Controlled Substances.** Subrecipient certifies that no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under § 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
28. **Illegal Drugs.** Subrecipient certifies that no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
29. **Pornography.** Subrecipient certifies that no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
30. **Travel. Travel (Prior Approval).** The Federal award waives the prior approval requirement for domestic travel as contained in 2 C.F.R. § 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-federal entity's written policies and procedures.
31. **Travel (Fly America Act).** All travel must comply with the Fly America Act (49 U.S.C. § 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.
32. **Travel (Foreign).** Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.
33. **Travel (Mileage Reimbursement Rates).** Pursuant to 2 C.F.R. § 200.474(a), all subrecipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees for transportation by privately owned automobile and privately-owned motorcycle. Mileage rates must be checked annually on the US General Services Administration (GSA) Web site at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) to ensure compliance.  
Additional state travel requirements may apply.
34. **Unions.** Subrecipient certifies that funds will not be used to assist, promote or deter union organizing, as referred to in WIOA § 181 (b)(7), 29 United States Code (U.S.C.) § 3241(b)(7).
35. **Business Relocation.** Subrecipient certifies that funds will not be used to encourage or reduce the relocation of a business or part of a business, if such relocation would result in a loss of

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employment for any employee of such business at the original location and such original location is within the United States in accordance with WIOA § (181) (d)(1), 29 U.S. C. § 3241(d)(2).

36. **Publicity and Propaganda.** Subrecipient certifies that funds shall not be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative bodies, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, except in presentation to the executive branch or any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
  
37. **Health Benefits Coverage for Contraceptives.** Subrecipient may not **enter** into or renew a contract which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services. Reference 1.1.25 Pursuant to Pub.L.115-141, Division E, Title VII, Section 726, federal funds.
  
38. **Fair Labor Standards Act.** Pursuant to Pub. L. 115-0141, Division H, Title I, Section 109, Subrecipient will adhere to additional language applied to the Fair Labor Standards Act of 1938 in the Maximum Hours Worked section as it relates to occurrences of a major disaster as designated by the state or federal government. The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts; who receives from such employer an average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employer is engaged in any of the activities described in subparagraph (C); and whose duties include any of the following: 1. Interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians; 2. Inspecting property damage or reviewing factual information to prepare damage estimates; 3. Evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims; 4. Negotiating settlements; or making recommendations regarding litigation. The exception in this subsection shall not affect the



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exemption provided by section 13(a)(1) [of the FLSA]. For purposes of this subsection—(A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by the State or Federal agency or department; (B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and (C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25 percent or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by , or is under common control with, another company.”

39. **Reporting of Waste, Fraud and Abuse.** No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste or abuse to designated investigative or law enforcement representative of a Federal department of agency authorized to receive such information.
40. **Salary and Bonus Limitations.** Subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the US Office of Personnel Management website at [www.opm.gov](http://www.opm.gov).

The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 C.F.R. §200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. Refer to TEGL No. 5-06 for further clarification.

Note: For additional information about the salary and bonus limitation, refer to TWC Workforce Development Letter 28-07, Change 1, and any subsequent issuances.

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41. Flood Insurance. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).
42. Hotel-Motel Fire Safety. Pursuant to 15 U.S.C. § 2225a, subrecipients must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Pub. L. 101-391, as amended). Subrecipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.
43. Requirement to Provide Certain Information in Public Communications. Requirement to Provide Certain Information in Public Communications. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non- Federal entities receiving Federal funds shall clearly state:
- A. The percentage of the total costs of the program or project which will be financed with Federal money;
  - B. The dollar amount of Federal funds for the project or program; and

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- C. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- D. The requirements of this part are separate from those in 2 C.F.R. Part 200 and, when, appropriate, both must be complied with.

**Executive Orders.**

- A. Subcontracting/Subgranting Opportunities to certain Entities and Individuals (EO 12928). Pursuant to EO 12928, subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals. Seat Belt Use (EO 13043). Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- B. Improving Access to Services for Persons with Limited English Proficiency (EO 13166). As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP).

To ensure compliance with Title VI of the Civil Rights Act of 1964, subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's

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Policy Guidance on the Prohibition of National Origin  
Discrimination as it Affects Persons with Limited English  
Proficiency [05/29/2003] Volume 68, Number 103, Page 32389-  
32305.

Meaningful access may entail providing language assistance  
services, including oral and written translation, where necessary.

Subrecipients are encouraged to consider the need for language  
services for LEP persons served or encountered both in developing  
budgets and in conducting programs and activities. For assistance  
and information regarding LEP obligations, go to the Federal  
Government's interagency website on Limited English Proficiency  
at <http://www.lep.gov>.

C. Text Messaging While Driving (EO 13513). Pursuant to EO 13513,  
Federal Leadership on Reducing Text Messaging While Driving,  
dated October 1, 2009, subrecipients are encouraged to adopt and  
enforce policies that ban text messaging while driving company-  
owned or -rented vehicles, or government-owned vehicles, or while  
driving personally-owned vehicles when on official Government  
business or when performing any work for or on behalf of the  
Government. Subrecipients are also encouraged to conduct  
initiatives of the type described in section 3(a) of EO 13513.

D. Buy American Act (EO 13788). Pursuant to EO 13788, by drawing  
down funds, subrecipients agree to comply with 41 U.S.C. §§ 8301  
- 8303 (commonly known as the "Buy American Act").  
Additionally, no funds may be made available to any person or  
entity that has been convicted of violating the Buy American Act.

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For the purposes of this award, the Buy American Act requires subrecipients to use, with limited exceptions, only: 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to: 1) items for use outside of the United States; 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is less than the micro-purchase threshold. In order to claim an exception under options 1 or 2 above, Texas Workforce Commission must get prior approval from the DOLETA Grant Officer. Subrecipients must submit such requests through the Contract Manager assigned to this contract. Subrecipients shall not submit requests directly to DOLETA. Prior approval is not needed for purchases under the micro-purchase threshold.

Note: TWC defines the micro-purchase threshold in TWC's Financial Manual for Grants and Contracts.

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**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-  
FREE WORKPLACE REQUIREMENTS**

Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The Subrecipient executing this contract certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

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The Subrecipient executing this contract certifies that neither it nor its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

**Drug-Free Workplace:** This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

The Subrecipient executing this contract certifies that it shall provide a drug-free workplace by:

- a. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- b. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Subrecipient's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- c. Providing each employee with a copy of the Subrecipient's policy statement;
- d. Notifying the employees in the Subrecipient's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Subrecipient in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- e. Notifying the Commission within ten days of Subrecipient's receipt of a notice of a conviction of an employee; and,

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- f. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.



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**TEXAS CORPORATE FRANCHISE TAX  
CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation making this contract is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The Subrecipient executing this contract certifies that the following statement is true and correct and that the Subrecipient understands making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

☒ Not applicable. Subrecipient is not a corporation.

☐ The corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

☐ The corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

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**STATE ASSESSMENT  
CERTIFICATION**

The authorized representative of the corporation contracting herein by executing this contract certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

☐ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

☒ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Houston-Galveston Area Council  
Regional Workforce System  
Assurances and Certifications

Subrecipient understands that WIOA regulations limit Consultant fees to seven hundred ten dollars (\$710) per day for an eight-hour work day. Fees paid in excess of \$710 per day must be prior approved by Workforce Board staff and staff from the Texas Workforce Commission.

**By signing below, Subrecipient attests that it complies with the assurances and certifications.**



Signature

James Colbert Jr., Superintendent

Harris County Department of Education

Name of Organization

Typed Name & Title

8/29/2023

Date

**Signature:**

**Email:** jamezcua@hcde-texas.org

**Regular Board Meeting****8. 6.**

**Meeting Date:** September 20, 2023  
**Title:** Interlocal Contract - Harris County Sheriff's Office (HCSO) 2023-2024  
Annual Contract  
**Submitted By:** Venetia Baldwin  
**Recommended Action:** Approve  
**Additional Resource Personnel:**  
**HCDE Goal(s):**  
**Facilities/Technology Approval Needed?:**

---

**Information****Posted Agenda Item:**

**Consider ratification of the Interlocal Agreement with the Harris County Sheriff's Office (HCSO) for (7) security officers for the period of 09/20/2023 through 08/20/2024 in the amount of \$570,360.**

**Subject:**

Ratification of the Interlocal Agreement with the Harris County Sheriff's Office (HCSO) for (7) security officers for the period of 09/20/2023 through 08/20/2024 in the amount of \$570,360.

**Rationale:**

Ratification of the Interlocal Agreement with the Harris County Sheriff's Office (HCSO) for (7) security officers for the period of 09/20/2023 through 08/20/2024 in the amount of \$570,360.

---

**Fiscal Impact****Attachments**

HCSO Annual Contract  
HCSO Contract FY24

---

**Form Review**

Form Started By: Venetia Baldwin  
Final Approval Date: 09/06/2023

Started On: 09/06/2023 05:00 PM



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐

Assistant Superintendent ☒

### SECTION 1 – CONTRACT INFORMATION

Funding Division	Today's Date	# Original Contracts	Expenditure/Revenue Budget Account Code (20 digits)	
School Division	8/23/23	1	1994-52 131,132,800,970 62140000	
Contracting Party		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division?	
Harris County Department of Education			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: Contract for security services to be provided for ABS East (2), ABS West (1), Highpoint East (3) and the Fortis Academy (1)				
Type of Contract	Contract Fiscal Year	HCDE Contract?	Term	
Interlocal	2023-2024	No (Vendor Contract)	From: 10/1/2023	To: 09/30/2024

### SECTION 2 – CONTRACT TYPE

Expenditure contract greater than, or equal to \$75,000 (Needs Board Approval)	Amount: \$570,360
--	-------------------

### SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY

The Board has approved entering into this contract for political/lobbying services. ☒ N/A ☐ No ☐ Yes – Click here to enter a date.

### SECTION 4 – CONTRACT REVIEW CHECKLIST

☒ This contract was previously reviewed by HCDE attorney (*Note that all templates have been reviewed by attorney*) – **Skip to Section 5**

☐ This contract was NOT previously reviewed by HCDE attorney (**complete fields below**)

Date I reviewed contract using the Contract Review Checklist: Click here to enter a date.

Exceptions Found? Click here to select one.

☒ This contract was reviewed by Purchasing.

☐ This contract was reviewed by Technology \_\_\_\_\_ (initials)

☐ This contract was reviewed by Facilities \_\_\_\_\_ (initials)

### SECTION 5 – REQUIRED ACKNOWLEDGEMENT AND SIGNATURES

I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective.

**In addition, I certify that the Contractor:**

☐ will have direct, unsupervised contact with students on a regular basis.

☒ will NOT have direct, unsupervised contact with students on a regular basis.

Employee Completing this form	Date	Funding Division Director's signature	Date
Denise Alamos	Aug 23, 2023	<input checked="" type="checkbox"/> Charles Ned (Aug 23, 2023 13:49 CDT)	Aug 23, 2023

### FOR PURCHASING DIVISION USE ONLY:

Contract Reviewer: <u>Denise Johnson</u>	Date: Aug 30, 2023
<input type="checkbox"/> Vendor Packet <input type="checkbox"/> Form 1295 <input type="checkbox"/> Vendor Certification <input type="checkbox"/> Resume <input type="checkbox"/> EICC Checklist <input type="checkbox"/> SAM's Check (Debarred <input type="checkbox"/> Yes <input type="checkbox"/> No)	
<input checked="" type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input checked="" type="checkbox"/> Signed by Assistant Superintendent Date: <u>Aug 30, 2023</u>
<input checked="" type="checkbox"/> Board Information Item Date: _____	<input type="checkbox"/> Returned to Division or: _____
<input checked="" type="checkbox"/> Contract Approved by Board Date: _____	Date Returned: _____
<input type="checkbox"/> Contract Signed by Superintendent Date: _____	<input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing when obtained
<input checked="" type="checkbox"/> Expenditure Contract (For Approval Only) Date: _____	

### NOTES: Contract Renewal

Schools and HCSO\_\$570,360; security services; Ratify Sept 20th

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
HARRIS COUNTY DEPARTMENT OF EDUCATION**

THIS AGREEMENT is made and entered into by and between **Harris County, Texas** hereinafter referred to as the “County,” acting by and through its governing body, the Harris County Commissioners Court, and the **HARRIS COUNTY DEPARTMENT OF EDUCATION (“HCDE”)** acting by and through its governing body.

**RECITALS:**

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

HCDE desires to obtain the services of the Harris County Sheriff (the “Sheriff”) to provide law enforcement services within HCDE’s geographical area as further defined in Exhibit “A”.

**NOW THEREFORE**, the County and HCDE, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**TERMS:**

**I.  
TERM**

1.1 The services to be performed under this Agreement shall begin on October 1, 2023, and end on September 30, 2024. This Agreement can be terminated sooner in accordance with the provisions of Section IV.

**II.  
SERVICES**

2.1 The County agrees to authorize the Sheriff to provide 7 officers to devote seventy percent (70%) of their working time to provide law enforcement services related to HCDE’s geographical area (the “area”), as further defined in Exhibit “A”, attached hereto and made a part hereof. “Law enforcement services” include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase “working time” is defined as follows: the usual or normal hours that the Sheriff’s officers are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when officers are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, “working time” shall

not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Sheriff will authorize substitute officers to work within the area when the regularly assigned officers are not available.

2.3 The Sheriff shall retain control and supervision of the officers performing services under this agreement to the same extent as he does other officers. HCDE understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Sheriff to assign officers to devote any portion of their working time to the area, including but not limited to circumstances like officer funerals and natural disasters.

2.4 HCDE shall provide to the officers copies of HCDE guidelines and policies, if any, relating to absenteeism and implement any necessary training in that regard. HCDE shall neither request nor require the officers to take actions with respect to absent students that are not authorized by law or HCDE's guidelines and policies. A officer who has probable cause to believe that a child is in violation of the compulsory school attendance law may take the child into custody for the purpose of returning the child to the school campus of the child to ensure the child's compliance with compulsory school attendance requirements.

### III. CONSIDERATION FOR SERVICES

3.1 HCDE agrees to pay the County the sum of \$570,360.00 for 7 officers for a total sum of FIVE HUNDRED SEVENTY THOUSAND, THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$570,360.00) to be used by the County for the purpose of paying seventy percent (70%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement.

HCDE agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

September 20, 2023	\$47,530.00
October 20, 2023	\$47,530.00
November 20, 2023	\$47,530.00
December 20, 2023	\$47,530.00
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February 20, 2024	\$47,530.00
March 20, 2024	\$47,530.00
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May 20, 2024	\$47,530.00
June 20, 2024	\$47,530.00
July 20, 2024	\$47,530.00
August 20, 2024	\$47,530.00

The monthly installments are due and payable before 10:00 a.m. at the office of the County Treasurer, Dept. 101, P.O. Box 4354, Houston, Texas 77210-4354. If the County provides the option, payment may be made by same time and date by electronic means to an account designated by the County.

Regarding the first payment due on September 20, 2023, the first payment is due on the latter of September 20, 2023 or five (5) days after the Association receives a fully executed copy of this Agreement from the County.

#### IV. DEFAULT AND TERMINATION

4.1 HCDE understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of HCDE's obligation to make timely payment.

4.2 If HCDE defaults in the payment of any obligation hereunder, HCDE is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. HCDE is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If HCDE is dissatisfied in any way with the performance of the County, the Sheriff or the officers under this Agreement, HCDE's sole remedy is termination under Section 4.4.

4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to HCDE showing the amounts due for the month in which termination occurs. HCDE agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Sheriff informs Commissioners Court and HCDE in writing that due to position vacancy or elimination occurring on or after October 1, 2023, the Sheriff cannot or will not provide 7 officers to devote seventy percent (70%) of their working time to provide law enforcement services related to HCDE's geographical area, and provided that HCDE has prepaid its sum and further provided that such notice from

the Sheriff identifies that such vacancy or elimination was of a position that served or facilitated service to HCDE, HCDE shall receive a refund equal to the number of days between the date of the Sheriff's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V.  
NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the County:           Harris County  
                                  Harris County Administration Building  
                                  1001 Preston, Suite 610  
                                  Houston, Texas 77002  
                                  Attention: Clerk, Commissioners Court

with a copy to:           Sheriff Ed Gonzalez  
                                  Harris County Sheriff  
                                  1200 Baker Street  
                                  Houston, Texas 77002

To HCDE:                 Harris County Department of Education c/o ABC School Campus  
                                  Business Office  
                                  6300 Irvington Blvd.  
                                  Houston, Texas 77022  
                                  Attention: Denise Alamos

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI.  
MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.



## VII. MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.


7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by HCDE and it has received the approval by the Harris County Commissioners Court and the Sheriff.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

By   
Kevin G. Markowski  
Assistant County Attorney  
C.A. File No. 23GEN2100

HARRIS COUNTY

By \_\_\_\_\_  
LINA HIDALGO  
County Judge

Date Signed: \_\_\_\_\_

APPROVED:

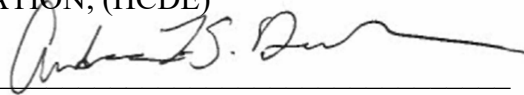
\_\_\_\_\_  
ED GONZALEZ  
Harris County Sheriff

APPROVED:

HARRIS COUNTY DEPARTMENT OF EDUCATION, (HCDE)

By *Dr. Jesus Amezcua for James Colbert Jr.*  
Dr. Jesus Amezcua for James Colbert Jr. (Aug 30, 2023 21:41 CDT)  
JAMES COLBERT, JR. Aug 30, 2023  
County School Superintendent

DR. JESUS AMEZCUA  
Assistant Superintendent

By   
ANDREA DUHON  
President, Board of Trustees

Date Signed: 09/01/2023

ATTEST:

By \_\_\_\_\_  
JAMES COLBERT, JR.  
Secretary, Board of Trustees

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HARRIS COUNTY DEPARTMENT OF EDUCATION

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT  
WITH HARRIS COUNTY DEPARTMENT OF EDUCATION  
FOR LAW ENFORCEMENT SERVICES

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$570,360.00, with HARRIS COUNTY DEPARTMENT OF EDUCATION for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

# Entity Information Search Results 5 Total Results

## Filter by:

Keyword (ALL)

"Harris County Sheriff's Office"

Status

Active

### Harris, County Of ● Active Registration

Entity

Unique Entity ID: JNEBR6T79864

CAGE/NCAGE: 48P70

Physical Address:

9989 Ga Highway 116

Hamilton , GA

31811 USA

Expiration Date:

Nov 15, 2023

Purpose of Registration:

Federal Assistance Awards

### ALBANY COUNTY SHERIFF ● Active Registration

Entity

Unique Entity ID: MH7XWJBDBRJ6

CAGE/NCAGE: 534L6

Physical Address:

16 EAGLE ST

ALBANY , NY

12207 USA

Expiration Date:

May 08, 2024

Purpose of Registration:

Federal Assistance Awards

### DICKSON COUNTY SHERIFFS OFFICE ● Active Registration

Entity

Unique Entity ID: CKS1U55BRJP9

CAGE/NCAGE: 6TLU9

Physical Address:

140 COUNTY JAIL RD

CHARLOTTE , TN

37036 USA

Expiration Date:

Jul 10, 2024

Purpose of Registration:

All Awards

### COUNTY OF BROADWATER ● Active Registration

Entity

Unique Entity ID: GJUMXPTA7MB6

CAGE/NCAGE: 36HZ4

Physical Address:

519 BROADWAY ST

TOWNSEND , MT

59644 USA

Expiration Date:

Oct 28, 2023

Purpose of Registration:

All Awards

### COUNTY OF COCONINO ● Active Registration

Entity

Unique Entity ID: Y6HLCRQMHHYN5

CAGE/NCAGE: 5Q2Q7

Physical Address:

951 E SAWMILL RD

FLAGSTAFF , AZ

86001 USA

Expiration Date:

Mar 19, 2024

Purpose of Registration:

All Awards



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐

Assistant Superintendent ☒

### SECTION 1 – CONTRACT INFORMATION

Funding Division	Today's Date	# Original Contracts	Expenditure/Revenue Budget Account Code (20 digits)	
School Division	8/23/23	1	1994-52 131,132,800,970 62140000	
Contracting Party		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division?	
Harris County Department of Education			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: Contract for security services to be provided for ABS East (2), ABS West (1), Highpoint East (3) and the Fortis Academy (1)				
Type of Contract	Contract Fiscal Year	HCDE Contract?	Term	
Interlocal	2023-2024	No (Vendor Contract)	From: 10/1/2023	To: 09/30/2024

### SECTION 2 – CONTRACT TYPE

Expenditure contract greater than, or equal to \$75,000 (Needs Board Approval)	Amount: \$570,360
--	-------------------

### SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY

The Board has approved entering into this contract for political/lobbying services. ☒ N/A ☐ No ☐ Yes – Click here to enter a date.

### SECTION 4 – CONTRACT REVIEW CHECKLIST

☒ This contract was previously reviewed by HCDE attorney (Note that all templates have been reviewed by attorney) – **Skip to Section 5**

☐ This contract was NOT previously reviewed by HCDE attorney (complete fields below)

Date I reviewed contract using the Contract Review Checklist: Click here to enter a date.

Exceptions Found? Click here to select one.

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☐ will have direct, unsupervised contact with students on a regular basis.

☒ will NOT have direct, unsupervised contact with students on a regular basis.

Employee Completing this form	Date	Funding Division Director's signature	Date
Denise Alamos	Aug 23, 2023	<input checked="" type="checkbox"/> Charles Ned (Aug 23, 2023 13:49 CDT)	Aug 23, 2023

### FOR PURCHASING DIVISION USE ONLY:

Contract Reviewer: <u>Denise Johnson</u>	Date: Aug 30, 2023
<input type="checkbox"/> Vendor Packet <input type="checkbox"/> Form 1295 <input type="checkbox"/> Vendor Certification <input type="checkbox"/> Resume <input type="checkbox"/> EICC Checklist <input type="checkbox"/> SAM's Check (Debarred <input type="checkbox"/> Yes <input type="checkbox"/> No)	
<input checked="" type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input checked="" type="checkbox"/> Signed by Assistant Superintendent Date: Aug 30, 2023
<input checked="" type="checkbox"/> Board Information Item Date: _____	<input type="checkbox"/> Returned to Division or: _____
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### NOTES: Contract Renewal

Schools and HCSO\_\$570,360; security services; Ratify Sept 20th

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN HARRIS COUNTY AND  
HARRIS COUNTY DEPARTMENT OF EDUCATION**

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**RECITALS:**

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

HCDE desires to obtain the services of the Harris County Sheriff (the “Sheriff”) to provide law enforcement services within HCDE’s geographical area as further defined in Exhibit “A”.

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**TERMS:**

**I.  
TERM**

1.1 The services to be performed under this Agreement shall begin on October 1, 2023, and end on September 30, 2024. This Agreement can be terminated sooner in accordance with the provisions of Section IV.

**II.  
SERVICES**

2.1 The County agrees to authorize the Sheriff to provide 7 officers to devote seventy percent (70%) of their working time to provide law enforcement services related to HCDE’s geographical area (the “area”), as further defined in Exhibit “A”, attached hereto and made a part hereof. “Law enforcement services” include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase “working time” is defined as follows: the usual or normal hours that the Sheriff’s officers are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when officers are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, “working time” shall

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Regarding the first payment due on September 20, 2023, the first payment is due on the latter of September 20, 2023 or five (5) days after the Association receives a fully executed copy of this Agreement from the County.

#### IV. DEFAULT AND TERMINATION

4.1 HCDE understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of HCDE's obligation to make timely payment.

4.2 If HCDE defaults in the payment of any obligation hereunder, HCDE is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. HCDE is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

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4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to HCDE showing the amounts due for the month in which termination occurs. HCDE agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Sheriff informs Commissioners Court and HCDE in writing that due to position vacancy or elimination occurring on or after October 1, 2023, the Sheriff cannot or will not provide 7 officers to devote seventy percent (70%) of their working time to provide law enforcement services related to HCDE's geographical area, and provided that HCDE has prepaid its sum and further provided that such notice from



the Sheriff identifies that such vacancy or elimination was of a position that served or facilitated service to HCDE, HCDE shall receive a refund equal to the number of days between the date of the Sheriff's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V.  
NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the County: Harris County  
Harris County Administration Building  
1001 Preston, Suite 610  
Houston, Texas 77002  
Attention: Clerk, Commissioners Court

with a copy to: Sheriff Ed Gonzalez  
Harris County Sheriff  
1200 Baker Street  
Houston, Texas 77002

To HCDE: Harris County Department of Education c/o ABC School Campus  
Business Office  
6300 Irvington Blvd.  
Houston, Texas 77022  
Attention: Denise Alamos

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI.  
MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

## VII. MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.


7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by HCDE and it has received the approval by the Harris County Commissioners Court and the Sheriff.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
County Attorney

By   
Kevin G. Markowski  
Assistant County Attorney  
C.A. File No. 23GEN2100

HARRIS COUNTY

By \_\_\_\_\_  
LINA HIDALGO  
County Judge

Date Signed: \_\_\_\_\_

APPROVED:

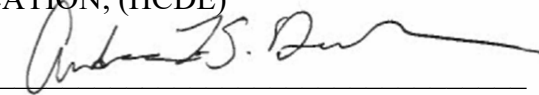
\_\_\_\_\_  
ED GONZALEZ  
Harris County Sheriff

APPROVED:

HARRIS COUNTY DEPARTMENT OF EDUCATION, (HCDE)

By *Dr. Jesus Amezcua for James Colbert Jr.*  
Dr. Jesus Amezcua for James Colbert Jr. (Aug 30, 2023 21:41 CDT)  
JAMES COLBERT, JR. Aug 30, 2023  
County School Superintendent

DR. JESUS AMEZCUA  
Assistant Superintendent

By   
ANDREA DUHON  
President, Board of Trustees

Date Signed: 09/01/2023

ATTEST:

By \_\_\_\_\_  
JAMES COLBERT, JR.  
Secretary, Board of Trustees

ORDER OF COMMISSIONERS COURT  
AUTHORIZING AGREEMENT WITH HARRIS COUNTY DEPARTMENT OF EDUCATION

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT  
WITH HARRIS COUNTY DEPARTMENT OF EDUCATION  
FOR LAW ENFORCEMENT SERVICES

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$570,360.00, with HARRIS COUNTY DEPARTMENT OF EDUCATION for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

# Entity Information Search Results 5 Total Results

## Filter by:

Keyword (ALL)

"Harris County Sheriff's Office"

Status

Active

### Harris, County Of ● Active Registration

Entity

Unique Entity ID: JNEBR6T79864

CAGE/NCAGE: 48P70

Physical Address:

9989 Ga Highway 116

Hamilton , GA

31811 USA

Expiration Date:

Nov 15, 2023

Purpose of Registration:

Federal Assistance Awards

### ALBANY COUNTY SHERIFF ● Active Registration

Entity

Unique Entity ID: MH7XWJBDBRJ6

CAGE/NCAGE: 534L6

Physical Address:

16 EAGLE ST

ALBANY , NY

12207 USA

Expiration Date:

May 08, 2024

Purpose of Registration:

Federal Assistance Awards

### DICKSON COUNTY SHERIFFS OFFICE ● Active Registration

Entity

Unique Entity ID: CKS1U55BRJP9

CAGE/NCAGE: 6TLU9

Physical Address:

140 COUNTY JAIL RD

CHARLOTTE , TN

37036 USA

Expiration Date:

Jul 10, 2024

Purpose of Registration:

All Awards

### COUNTY OF BROADWATER ● Active Registration

Entity

Unique Entity ID: GJUMXPTA7MB6

CAGE/NCAGE: 36HZ4

Physical Address:

519 BROADWAY ST

TOWNSEND , MT

59644 USA

Expiration Date:

Oct 28, 2023

Purpose of Registration:

All Awards

### COUNTY OF COCONINO ● Active Registration

Entity

Unique Entity ID: Y6HLCRQMHHYN5

CAGE/NCAGE: 5Q2Q7

Physical Address:

951 E SAWMILL RD

FLAGSTAFF , AZ

86001 USA

Expiration Date:

Mar 19, 2024

Purpose of Registration:

All Awards

**Regular Board Meeting****8. 7.****Meeting Date:** September 20, 2023**Title:****Submitted By:** Venetia Baldwin**Recommended Action:** Approve**Additional Resource****Personnel:****HCDE Goal(s):****Facilities/Technology****Approval Needed?:**

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**Information****Posted Agenda Item:****Consider ratification of HCDE Schools Division 2023-24 Professional Development Plan.****Subject:**

Consider ratification of HCDE Schools Division 2023-24 Professional Development Plan.

**Rationale:**Professional Development Plan 08/28/2023 - 06/03/2024

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**Fiscal Impact****Attachments**HCDE 2023-2024 Professional Dev Plan

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**Form Review**

Form Started By: Venetia Baldwin

Started On: 09/06/2023 04:57 PM

Final Approval Date: 09/06/2023

As a result of SB 1267 (2021 Legislative Session), a board shall annually review the SBEC continuing education and training clearinghouse published under Education Code 21.4514 and adopt a professional development policy that must: 1. Be guided by the recommendations for training in the clearinghouse; 2. Note any differences in the policy adopted by the district or school from the recommendations in the clearinghouse; and 3. Include a schedule of all training required for educators or other school personnel at the district or school. These requirements are specified in Board Policy DMA(LEGAL) and DMA(LOCAL).

The Harris County Department of Education Professional Development Plan reflects the general courses and training provided to all staff but is not inclusive of all training and professional development provided to HCDE staff. This plan only reflects the items required to be specified in SB1267/TEC 21.4514.

Our goal at HCDE is to grow and increase the success and learning experiences of our students through the increased effectiveness of our educators. The implementation process includes an ongoing system of professional development that is based on a comprehensive needs analysis and evidenced based best practices.

## HCDE Professional Development Plan – 2023-24

<b>SB1267 Best Practice &amp; Recommendation</b>	<b>Training with Embedded Best Practices</b>	<b>Required Personnel</b>	<b>Timeline</b>	<b>Trainer: Division, Organization, Vendor</b>
#1 Suicide Prevention	Fundamentals of the Suicide Protocol	Special Schools - All Staff	September 2023	Campus Counselors
#2 Strategies for establishing and maintaining positive relationships among students, including conflict resolution	Schools Division Standard Operating Procedures	Special Schools – All Staff	August 2023	Campus Administration
#3 Preventing, identifying, responding to, and reporting incidents of bullying.	HR Staff Orientation	Special Schools – All Staff	September 2023	Human Resources
#4 Safety training program.	School Safety & Preparedness	Special Schools – All Staff and Schools Division Team	August 18, 2023 HCDE Conference Center	Jeremy Foster HCDE Safe and Secure Schools
#5 Increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children.	HR Staff Orientation	Special Schools – All Staff	September 2023	Human Resources
#6 Increasing awareness & implementation of trauma-informed care.	Trauma-Informed Teaching Strategies (90 minutes)	Special Schools – All Staff and Schools Division Team	August 18, 2023	Dr. Kaci Sheridan and Rob Sheridan EnlightenEd Consulting, LLC
#7 Administration of an epinephrine auto-injector.	How to Administer Epinephrine	Special Schools - All Staff	August – September 2023	Campus Nurses Epinephrine Training Center



## HCDE Professional Development Plan – 2023-24

Other Best Practices & Needs Based	Training with Embedded Best Practices	Required Personnel	Timeline	Trainer: Division, Organization, Vendor
<b>SPED Updates</b>	2023 Legislative Updates	All Special Schools Staff	August 19, 2023 Adult Education Center	Sarah Langlois, Partner Spalding Nichols Lamp Langlois
	IDEA Compliance	ABS East and West & High Point Staff	August 19, 2023 Adult Education Center	Michelle Rayson, HCDE Compliance Officer
<b>Mental Health</b>	Mental Health and Safe Care	All Special Schools Staff	August 18, 2023 HCDE Conference Center	Alysia Chatman Center for Safe and Secure Schools – HCDE
<b>Student Behavioral and Mental Supports</b>	Trauma-Informed Instruction	All Special Schools Staff	August 19, 2023 Adult Education Center	Dr. Kaci Sheridan EnlightenEd Consulting, LLC
	De-Escalation Strategies	All Special Schools Staff	August 19, 2023 Adult Education Center	Rob Sheridan EnlightenEd Consulting, LLC
	Crisis Prevention Institute: CPI Nonviolent Crisis Intervention Training	All Special Schools Staff	August 2023 Each Campus	ABS West: Ray Miller & Cordegus Monett ABS East: Ray Miller & Kenneth Davis Highpoint: Cynthia Horn and Lenora Lewis Fortis: Cynthia Horn and Lenora Lewis
	Counselor Updates	All Special School Counselors	August 19, 2023 Adult Education Center	Michelle Calhoun Counselor – ABS West
	Texas Child Health Access Through Telemedicine (TCHAT) Introduction	All Special Schools Counselors and Nurses	August 19, 2023 Adult Education Center	Travita Godfrey, Fortis Principal TCHAT Representative
	Boys Town	ABS East and West – AB Teachers	August 2023 Each Campus	ABS West - Ms. Ford ABS East – LaToya Duckworth
	Fundamentals of ABA & the Token System	ABS West – Life Skills Teachers	August 2023	ABS West – Gaylyn Sanders Assistant Principal

## HCDE Professional Development Plan – 2023-24

Other Best Practices & Needs Based	Training with Embedded Best Practices	Required Personnel	Timeline	Trainer: Division, Organization, Vendor
<b>Instructional Engagement</b>	Student Engagement in a Nutshell	All Special Schools Staff	August 19, 2023 Adult Education Center	Nkechi Washington, HCDE Instructional Coach
	Creating your Own Toolkit - Instructional Strategies That Work	All Special Schools Staff	September 12, October 10, November 14, and December 12 <sup>th</sup> – 3:30 – 5 pm  All Campuses	Schools Division – Dr. Margaret C. Patton, Director of Curriculum and Special Services Dr. Tiffany Phillips - LSSP Michelle Rayson – Compliance Officer Nkechi Washington – Instructional Coach (LEAD)
	Responsive and Engaging Instruction	All Special Schools Staff	October 9, 2023 HCDE Conference Center	Dr. Kaci Sheridan
	New Teacher Collaborative	All New Teachers	Virtually: every Thursday at 3:30 pm between September 14 - October 5, 2023, November 9, January 11 and Face-to-Face on May 23 (TBA)	Schools Division – Dr. Margaret C. Patton, Director of Curriculum and Special Services Dr. Tiffany Phillips - LSSP Michelle Rayson – Compliance Officer Nkechi Washington – Instructional Coach (LEAD)
<b>Student Medical Support</b>	CPR	All Special Schools Staff	August 2023 All Campuses	Nurse
	Stop the Bleed	All Special Schools Staff	August 2023 All Campuses	Nurse
	Understanding Diabetes	Special Schools – Staff As Needed	As needed	Campus Nurses
	Stay, Safe, Side	All Special Schools Staff	August – September 2023 All Campuses	Campus Nurses Epilepsy Foundation
<b>Campus Admin Support</b>	First Class Customer Service	All Special Schools Staff -Administrative Team	August 19, 2023 Adult Education Center	Alliance Work Partners
	Defusing Hostile Customers	All Special Schools Staff -Administrative Team	August 19, 2023 Adult Education Center	Alliance Work Partners
	Raptor Questions and Answers	All Special Schools Staff -Administrative Team	August 19, 2023 Adult Education Center	Alliance Work Partners

## HCDE Professional Development Plan – 2023-24

Other Best Practices & Needs Based	Training with Embedded Best Practices	Required Personnel	Timeline	Trainer: Division, Organization, Vendor
Test Administration and Test Security	District Test Training – STAAR	All Special Schools – Testing Team	November 2023 January 2024 March 2024	Dr. Margaret C. Patton Director of Curriculum and Special Programs
	District Test Training - TELPAS	All Special Schools – Testing Team	January 2024	Dr. Margaret C. Patton Director of Curriculum and Special Programs

**Regular Board Meeting**

**8. 8.**

**Meeting Date:** September 20, 2023

**Title:**

**Submitted By:** Venetia Baldwin

**Recommended Action:** Approve

**Additional Resource**

**Personnel:**

**HCDE Goal(s):**

**Facilities/Technology**

**Approval Needed?:**

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**Information**

**Posted Agenda Item:**

**Consider approval of resolution regarding House Bill 3033 Implementation/Designation of Dates relating to Texas Public Information Act.**

**Subject:**

**Rationale:**

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**Fiscal Impact**

**Attachments**

Resolution HB3033 Nonbusiness days

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**Form Review**

Form Started By: Venetia Baldwin

Started On: 08/30/2023 04:38 PM

Final Approval Date: 08/30/2023

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**Regular Board Meeting**

**8. 9.**

**Meeting Date:** September 20, 2023

**Title:**

**Submitted By:** Venetia Baldwin

**Recommended Action:** Approve

**Additional Resource**

**Personnel:**

**HCDE Goal(s):**

**Facilities/Technology**

**Approval Needed?:**

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**Information**

**Posted Agenda Item:**

**Consider approval of resolution to declare a Good Cause Exception for House Bill 3  
Armed Security Officer Requirement.**

**Subject:**

**Rationale:**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

Form Started By: Venetia Baldwin

Final Approval Date: 08/30/2023

Started On: 08/30/2023 04:40 PM

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# Information Items

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**Employee Count - August 2023**

DIVISION	Full-Time										Part-Time										FT/PT
	A	E	H	I	O	P	S	T	TS	Total	A	AE	E	I	O	P	S	TS	Total	Total	
Academic & Behavior School East	3	0	0	22	1	4	2	0	22	54	0	0	0	0	0	0	0	4	4	58	
Academic & Behavior School West	3	0	0	27	0	4	2	0	22	58	0	0	0	0	0	0	0	7	7	65	
Administration	7	0	0	0	0	0	4	0	0	11	0	0	0	0	0	0	0	0	0	11	
Adult Education	17	0	0	4	1	0	16	0	0	38	0	117	0	10	0	0	0	0	127	165	
Business Services	8	0	0	0	0	0	8	0	0	16	0	0	0	0	0	0	1	0	1	17	
Center For Educator Success	10	0	0	0	0	0	4	0	0	14	0	0	0	0	0	0	1	0	1	15	
Center For Grants Development	4	0	0	0	0	0	1	0	0	5	0	0	0	0	0	0	0	0	0	5	
Center Safe & Secure Schools	5	0	0	0	0	0	1	0	0	6	0	0	0	0	0	0	0	0	0	6	
Choice Partners	13	0	0	0	0	0	4	0	0	17	0	0	0	0	0	0	0	0	0	17	
Communications & Creative Services	5	0	0	0	0	0	1	4	0	10	0	0	0	0	0	0	0	0	0	10	
Center For Afterschool, Summer & Enrichment	27	0	0	0	0	0	6	0	0	33	1	0	0	0	0	0	27	0	28	61	
Facilities	5	0	1	0	38	0	5	0	0	49	0	0	0	0	0	0	1	0	1	50	
Fortis Academy	2	0	0	1	0	3	1	0	5	12	0	0	0	0	0	0	0	1	1	13	
Head Start	0	137	78	0	26	0	12	0	0	253	0	0	2	1	0	0	1	0	4	257	
Highpoint East	4	0	0	10	0	3	3	0	22	42	0	0	0	1	0	0	0	3	4	46	
Human Resources	8	0	0	0	0	0	3	0	0	11	0	0	0	0	0	0	1	0	1	12	
Information Technology Services	0	0	0	0	0	0	1	24	0	25	0	0	0	0	0	0	0	0	0	25	
Marketing & Client Engagement	4	0	0	0	0	0	1	0	0	5	0	0	0	0	0	0	0	0	0	5	
Procurement Services	5	0	0	0	0	0	3	0	0	8	0	0	0	0	0	0	0	0	0	8	
Records Management	2	0	0	0	7	0	6	0	0	15	0	0	0	0	0	0	0	0	0	15	
Research & Evaluation	7	0	0	0	0	0	1	0	0	8	0	0	0	0	0	0	0	0	0	8	
School-Based Therapy Services	1	0	0	0	0	106	28	0	0	135	0	0	0	0	0	38	3	0	41	176	
Schools	4	0	0	0	1	1	2	0	0	8	0	0	0	0	0	0	0	8	8	16	
Total	144	137	79	64	74	121	115	28	71	833	1	117	2	12	0	38	35	23	228	1,061	

A = Administration  
 AE = Adult Education  
 E = Head Start Instructional Support  
 H = Head Start Administrative Support  
 I = Instructional Support  
 O = Operations Support  
 P = Professional Support  
 S = Administrative Support  
 T = Technology  
 TS = Teachers

Meeting Date: September 20, 2023

**Regular Board Meeting****12. B.****Meeting Date:** September 20, 2023**Title:** RFP 21/051KJ - Depository Banking Services for HCDE**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Marcia Leiva**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Dr. Jesus J. Amezcua, Dr. Edna E. Johnson, Deisy Rubio**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:**

**Information item on contract extension as allowed by the Education Code under Contract for Depository Banking Services (RFP #21/051KJ)** for HCDE with the following proposer: J.P. Morgan Chase Bank for the period of 09/01/2023 through 08/31/2025.

**Subject:**

Depository Banking Services for HCDE

**Rationale:**

The renewal contract period shall be for a term of two years beginning 09/01/2023 through 08/31/2025 with an option to extend one (1) additional two-year term in accordance with the TEC §45.205(b) to the vendor stated above in Posted Agenda Item.

The legal provisions providing for the naming of a Depository of the Department are set forth in Subchapter G, School Department Depositories, Sections 45.201 through 45.209, of the Texas Education Code. Investments by the Department will be governed by the Government Code, Chapter 2256, Public Funds Investment. Securities pledged as collateral to secure Department deposits will be governed by the Government Code, Chapter 2257, Collateral for Public Funds.

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**Fiscal Impact****Attachments**

Depository Contract

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**Form Review****Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Assistant Superintendent - Business  
Form Started By: Marcia Leiva  
Final Approval Date: 09/07/2023

**Reviewed By**

Yaritza Roman  
Edna Johnson  
Jesus Amezcua  
Jesus Amezcua

**Date**

09/07/2023 11:28 AM  
09/07/2023 11:32 AM  
09/07/2023 11:51 AM  
09/07/2023 11:59 AM  
Started On: 09/05/2023 03:45 PM

**Extension of Depository Contract for Funds of  
Harris County Department of Education under Texas Education Code, Chapter 45,  
Subchapter G, School District Depositories**

J. P. Morgan Chase Bank located in Harris County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code, and Harris County Department of Education (CDN: 101000) agree to extend/renew this depository contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from 09/01/2023 through 08/31/2025. Under Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The extension constitutes the parties' first two-year term.

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension must coincide with the school district's fiscal year.

Pursuant to HCDE Board Policy CH (Local), the HCDE Board of Trustees has delegated authority to the Superintendent or his designee to renew contracts for goods and services and execute documents to effectuate such on behalf of the Department. Consequently, Dr. Jesus Amezcua, the Superintendent's designee, approves the extension/renewal outlined herein.

AGREED AND ACCEPTED on behalf of Harris County Department of Education this the 7th day of September 2023.

  
\_\_\_\_\_  
Dr. Jesus J. Amezcua  
Assistant Superintendent of Business Services

**Acknowledgement**

Acknowledged before me in Harris County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, bank officer of the Depository named in the preceding document, for the Depository.

(SEAL)

\_\_\_\_\_  
Signature of Notary

Notary Public in and for \_\_\_\_\_  
County, Texas

AGREED AND ACCEPTED on behalf of Depository this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
*Typed Name of Depository*

\_\_\_\_\_  
*Signature of Authorized Bank Officer*

\_\_\_\_\_  
*Title of Authorized Bank Officer*



**Regular Board Meeting****12. C.**

**Meeting Date:** September 20, 2023  
**Title:** Grant Submission  
**Submitted For:** Joyce Akins, Center for Grants Development  
**Submitted By:** Joyce Akins  
**Additional Resource Personnel:** Dr. Lisa Caruthers, Danielle Bartz

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**Information****Posted Agenda Item:**

**Submission of grant proposal to Texas Education Agency in the amount of \$1.7 million to support CASE for Kids' 21st Century Community Learning Centers** Cycle 11, Year 3 continuation application. Requested funds will provide academic and enrichment services for 1,046 students and 400 family members.

**Subject:**

Grant proposal; CASE for Kids; Texas Education Agency; 21st Century Community Learning Centers, Cycle 11 Year 3

**Rationale:**

Center for Grants Development assisted CASE for Kids with its 21st Century Community Learning Centers Cycle 11 Year 3 application in the amount of \$1.7 million. The program focuses on academic improvement, social emotional learning, college and career readiness and family engagement for elementary, middle, and high school students. Over 1,000 students and 400 family members will receive comprehensive afterschool services at 10 centers in five school districts (Alief, Clear Creek, Galena Park, Houston and Humble ISDs) and two charter schools (BakerRipley Community School-Ripley House and George I. Sanchez North).

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Joyce Akins  
Final Approval Date: 09/05/2023

**Reviewed By**

Yaritza Roman  
Edna Johnson  
Jesus Amezcua

**Date**

09/01/2023 02:14 PM  
09/01/2023 02:42 PM  
09/05/2023 06:57 PM  
Started On: 08/28/2023 09:10 PM

**Regular Board Meeting****12. D.****Meeting Date:** September 20, 2023**Title:** FY24 ABS West Grant Submission: Whole Kids Foundation**Submitted For:** Charles Ned, Schools**Submitted By:** Denise Alamos**Recommended Action:** Accept**HCDE Goal(s):** 1. Impact education/respond to evolving needs**Additional Resource Personnel:** Dr. Charles Ned, Mr. Jonathan Parker, Jesus Amezcua, Edna Johnson**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:****Acceptance of a \$3,000 grant from the Whole Kids Foundation** to support the Garden Project at Academic and Behavior School West.**Subject:**

Acceptance of a \$3,000 grant from the Whole Kids Foundation to support the Garden Project at Academic and Behavior School West.

**Rationale:**

Center for Grants Development assisted Academic and Behavior School West by writing and submitting a proposal to the Whole Kids Foundation for a \$3,000 garden grant to support its Garden Program. This is a school garden program that will use food and nutrition education to teach the importance of healthy lifestyles to students with severe intellectual, developmental and behavioral disorders, autism spectrum disorders and other disabilities in Kindergarten to 12th grade. Funding would benefit 28 unduplicated students during the 2023-2024 school year.

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**Fiscal Impact****Attachments**

Whole Kids Foundation \$3,000 BA9.20.23

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**Form Review****Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 09/05/2023

**Reviewed By**

Yaritza Roman  
Edna Johnson  
Jesus Amezcua

**Date**

08/31/2023 12:52 PM  
09/01/2023 02:38 PM  
09/05/2023 06:57 PM  
Started On: 08/28/2023 03:07 PM



Dear Sharvon Kamaya,

Thank you again for applying for a Whole Kids Foundation Garden Grant on behalf of Academic and Behavior School West.

Congratulations! We are thrilled to share that we have selected Academic and Behavior School West for a \$3,000 Garden Grant! Your application was selected from over 1,300 applications received from across the U.S. and Canada. We look forward to supporting your program and the work you do to garden with kids! Please see below for the timeline of next steps.

**Timeline of next steps:**

1. Verify your grantee information by Tuesday, August 15th.
2. Grant agreements will be sent electronically no later than Friday, August 18th.
3. Sign your grant agreement electronically by Thursday, August 31st.

**Please follow the directions below to verify your grantee details and sign the grant agreement.**

**Verify your Grantee Information**

Please review the following details provided in your grant application:

**Grantee** - the check and grant agreement will be made out to this entity. If you included a Fiscal Sponsor in your application, that entity should be listed here:

Harris County Department of Education

**Grantee Primary Contact** - the grant agreement will be sent to and should be signed by this person:

James Colbert

**Grantee Address** - your grant check and package will be mailed to this address:

Attn: Grants Division, 6300 Irvington Blvd  
Houston, TX 77022

If changes are needed, please forward this email with the necessary changes to us at [grants@wholekidsfoundation.org](mailto:grants@wholekidsfoundation.org) as soon as possible but no later than Tuesday, August 15th.

If no changes are necessary, no email response or action is needed, and your grant agreement will be sent on or before August 18th and will require signature by August 31st.

We look forward to hearing how your garden grows!

Love and Veggies,

Whole Kids Foundation