

**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 **19 day of June 2019 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
June 19, 2019
Agenda of Regular Meeting

A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held June 19, 2019, beginning at 1:00 p.m. in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas.

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** - Nathan Jones, Technology
2. **Pledge of Allegiance to the US flag** - Jamie Salinas, Technology
3. **Pledge of Allegiance to the Texas flag** - Jamie Salinas, Technology
4. **Open Forum** - Gov't Code 551.003 (5) - 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.
5. **Reports and presentations:**
 - A. **Annual Update from Technology** - Lowell Ballard, Director of Technology
 - B. **Superintendent Monthly Report** - James Colbert, Jr.
 - C. **Report of the Board Feasibility Subcommittee** - Don Sumners
 - D. **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.
 - E. **Monthly Financial Reports through 05/31/2019** - Jesus Amezcua, Assistant Superintendent for Business Services 12
6. **ACTION ITEMS - CONSENSUS**
 - A. Consider approval of the following Business Services items:
 1. Monthly Budget Amendment Report 89

2. Monthly Disbursement Report 101
3. Monthly Investment Report for May 2019 188
- B. Consider approval of the following Board Meeting Minutes
 1. 05-15-2019 Regular Board Meeting 208
- C. Consider ratification/approval of the following Interlocal Contracts:
 1. **Interlocal (revenue) contracts for FY 2020 in the aggregate amount not to exceed \$100,000 with Fortis Academy with the following district:** Houston ISD for in-county annual seats not to exceed \$100,000 (\$6,250 times number of units each/\$6,875 times the number of Special Education units each), August 1, 2019 - August 1, 2020 (May be extended by mutual agreement of both parties for an additional four one-year terms not to exceed beyond August 1, 2024). 234
 2. **Interlocal (revenue) contracts for FY 2020 in the aggregate amount of \$824,200 with Academic and Behavior School West with the following district:** Alief ISD for forty (40) in-county annual contracts in the amount of \$824,200 (\$20,605 each) for the contract period of 08/26/2019 through 06/05/2020. 260
 3. **Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$281,372 with Highpoint School East with the following districts:** Humble ISD for twenty (20) in-county annual contracts in the amount of \$200,980 (\$10,049 each); and La Porte ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each) for the contract period of 08/26/19 through 06/05/20. 264
 4. **Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$473,915 with Academic and Behavior School East with the following districts:** Channelview ISD for five (5) in-county annual contracts in the amount of \$103,025 (\$20,605 each); Deer Park ISD for nine (9) in-county annual contracts in the amount of \$185,445 (\$20,605 each); La Porte ISD for nine (9) in-county annual contracts in the amount of \$185,445 (\$20,605 each) for the contract period of 8/26/19 through 06/05/20. 271
- D. Consider approval of the following items for the HCDE Choice Partners Cooperative:
 1. **Contract renewal option for job no. 17/034TJ Ice Cream Products with the following vendors:** JA-EN Enterprises dba JP Ice Cream Distributor (#17/034TJ-01); La Brisa Ice Cream Co. (#17/034TJ-03); La Costenita Distribuidor Inc. (#17/034TJ-04) The Masters Distribution System Co., Inc. (#17/034TJ-05); Paletteria El Pibe (#17/034TJ-06), and Yumi Ice Cream Co., Inc. (#17/034TJ-07) for the period of 08/01/2019 through 07/31/2020. 281
 2. **Contract renewal for job no.18/047TJ Chemical Products and Services with the following vendors:** Armstrong Repair Center, Inc. (#18/047TJ-01); Auto-Chlor Services, LLC (#18/047TJ-02).; Buckeye Cleaning Center-Houston (#18/047TJ-03); Ecolab, Inc. (#18/047TJ-04); Magnus Procurement & Logistic Solutions (#18/047TJ-05); Sanitech (#18/047TJ-06), and SFSPac Food Safety & Sanitation (#18/047TJ-07) for the period of 08/01/2019 through 07/31/2020. 288

3. **Contract renewal for job no. 18/052TJ Direct Delivery of Snacks and Beverages with the following vendors:** Sterling BV, Inc. dba Buena Vista Food Product, Inc. (#18/052TJ-01); J&J Snack Foods Sales Corp. (#18/052TJ-02); The Masters Distribution System Co., Inc. (#18/052TJ-03); JSB Industries dba Muffin Town (#18/052TJ-04); MinMor Industries LLC dba Notables (#18/052TJ-05), and The Safe + Fair Food Company LLC dba Skeeter Snacks LLC (#18/052TJ-06) for the period of 08/01/2019 through 07/31/2020.

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4. **Contract renewal option for job no. 18/054TJ Restaurant Branded Food Delivery with the following vendors:** MAC Pizza Management, Inc dba Domino's Pizza (#18/054TJ-01); Domino's, Inc. dba Domino's Pizza LLC (#18/054TJ-02), and Houston Pizza Ventures, LP dba Papa John's Pizza (#18/054TJ-04) for the period of 08/01/2019 through 07/31/2020.

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5. **Contract award for job no. 19/032TJ Produce and Other Specialty Products with the following vendors:** Brothers Produce, Inc. (#19/032TJ-01); DiMare Fresh, Inc. (#19/032TJ-02), and Hardie's Fruit and Vegetable Co, Houston, LP dba Hardie's Fresh Foods (#19/032TJ-03) for the period of 08/01/2019 through 07/31/2020.

320

6. **Contract Award for job no. 19/034KC for Musical Instruments & Related Items with the following vendors:** Alamo Music Center, Inc. (#19/034KC-01); Universal Melody Services, LLC dba Brook May Music/H&H Music (#19/034KC-02); K&S Music (#19/034KC-03); Guitar Center Stores, Inc. dba Music & Arts Center (#19/034KC-04); Taylor Music, Inc. (#19/034KC-05); Washington Music Sales Center, Inc. dba Washington Music Center (#19/034KC-06), and West Music Company, Inc. (#19/034KC-07) for the period of 06/19/2019 through 06/18/2020.

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7. **HCDE Interlocal Agreements with:** Sunnyvale, ISD, Sunnyvale, Texas; St. Catherine of Siena Catholic School, Beaumont, Texas; Palacios ISD, Palacios, Texas; Crandall ISD, Crandall, Texas; Community ISD, Nevada, Texas; Eastern Connecticut State University, Wilimantic, Connecticut, and Midway ISD, Woodway, Texas.

E. Consider approval of the following items for Internal Purchasing:

386

1. **Renewal option for job no. 16/026YR for Local Food and Catering Services with the following vendor:** The French Corner Catering Company for the period of 07/26/2019 through 07/25/2020.

388

2. **Renewal options for job no. 16/047YR for Head Start Trainers and Consultants for Harris County Department of Education with the following vendors:** Lakeshore Learning Materials and Dorsey & Company for the period of 07/26/2019 through 07/25/2020.

391

3. **Contract award for job no. 19/019KJ HVAC Testing and Balancing to the proposers offering the best value to HCDE and meeting the specifications outlined in the proposal:** Campos Engineering Inc., LCTab, LLC, and National Precision, LLC. for the period of 06/19/2019 through 06/18/2020, with an option to renew annually for up to (4) additional years, subject to annual appropriations of funding.

7. **ACTION ITEMS - NON-CONSENSUS**

406

- A. **Consider and possible action regarding approval of one or more options relating to Coolwood Head Start facility,** including, but not limited to, submission of application for disaster relief grant funding and/or issuance of an RFP for lease of a Coolwood Head Start facility.

- B. **Consider approval for the Head Start division to pay for professional development and travel expenses** of non-employees per the Head Start grant for the period of 01/01/2019 through 12/31/2019. Per the grant, Head Start funds will be used to cover expenses of non-employee travel arrangements and professional development for in and out of county trainings/conferences. Board Policy CH (Local) requires board approval of such travel. 407
- C. **Consider approval to dispose of playground** equipment located at 1725 Pruett Street, Baytown, TX 77520. 408
- D. **Consider approval of HCDE Early Head Start Child Care Partnerships (EHS-CCP) contracts with the following vendors:**Deskot LLC, DBA Kool Kids Daycare (RFP 16/014YR) in the amount of \$200,000, Fellowship of Purpose Early Childhood Learning Center (RFP 15/051YR-4) in the amount of \$110,000, John G Jones Learning Center (RFP 15/038JG) in the amount of \$75,000, and Let's Learn Christian Learning Center (RFP 15/051YR-4) in the amount of \$60,000. Each contract will be valid 08/01/2019 through 07/31/2020. 411
- E. **Consider approval of contract with Quality Security Systems (RFP # 15/037JN-07) in the amount of \$61,265.63** to provide security camera upgrades at the ABS East campus. 456
- F. **Consider approval of contract with Quality Security Systems (RFP # 15/037JN-07) in the amount of \$100,083.98** to install a new system of intercom and access control at the ABS East campus. 494
- G. **Consider approval of contract with Facilities Sources (RFP# 16/054JN-04) in the amount of \$145,020.17** to remove and install a new roof at the Highpoint East campus. 546
- H. **Consider approval of contract with CDW-G (Job. No.18/056KD-13) for the purchase of Network Infrastructure** upgrade/ replacement equipment for Head Start and HCDE Schools in an amount not to exceed \$60,000. (Technology budget using allocated e-rate reimbursement funds). 595
- I. **Consider approval of purchase with CDW-G for replacement assets including (64) Lenovo laptop computers for Highpoint East and Technology,** (12) micro surface computers for Highpoint East, Technology, Communications and Facilities and (8) servers for Technology, in an amount not to exceed \$192,697. (Funding available in the FY 19 budget for replacement assets). 598
8. **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. **Employment:**
A-7 Principal, Academic and Behavior School East
- B. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees.
9. **RECONVENE** for possible action on items discussed in executive session
- A. **Employment:**
A-7 Principal, Academic and Behavior School East
10. **INFORMATION ITEMS**

- A. **Human Resources Information Items**
- B. **May 2019 Employee Count** 614
- C. **Submission of grant proposal to Texas Education Agency in the amount of \$1,608,939** 616
to support CASE for Kids' 21st Century Community Learning Centers, Cycle 9 Year 4 continuation application, serving 820 students and 400 family members.
- D. **Submission of grant proposal to Texas Education Agency in the amount of \$1.5 million** 620
to support CASE for Kids' 21st Century Community Learning Centers Cycle 10 Year 2 continuation application. Requested funds will provide academic and enrichment services for 975 students and 400 family members.
- E. **Memorandum of Understanding Contract (non-monetary) for partnership with Rice University/Texas Policy Lab (TPL):** This collaboration will connect CASE for Kids to Texas Policy Lab researchers in support of the afterschool field. TPL's expertise will help CASE for Kids create a data hub between districts and out-of-school time providers as well as potentially badging youth for their afterschool accomplishments. 624
- F. **The CASE for Kids Division awards the school districts, charter schools and not-for-profits, as per attached listing**(aggregate amount \$550,787), for delivery of comprehensive programs for the 2019-2020 school year. 635
- G. **Memorandum of Understanding Contract (non-monetary) for partnership with Showcase Kingwood:** CASE for Kids will collaborate with Showcase Kingwood to host a College Fair at 6300 Irvington Conference Center on September 9 and 10 for middle and high school students throughout Harris County. 637
- H. **Schools Division Enrollment Report for May 2019** 644
- I. **HCDE Head Start USDA Meal Totals for the month of March 2019;** this information was derived from the free standing centers, as well as those that are a part of a multi-service center. It is the count of the students' attendance, breakfasts, lunches, and PM snacks. 646
- J. **Please consider acceptance of the Office of Head Start (OHS) Monitoring Review Report** 648
- 06CH7177 of the Harris County Department of Education Head Start program.
- K. **HCDE Head Start Performance Report for the month of April 2019** 654
- 11. **ADJOURN** - Next regular meeting is scheduled for Wednesday, July 17, 2019, Board Room, 6300 Irvington Blvd., Houston, Texas, 77022, at 1:00 p.m.



James Colbert, Jr.
County School Superintendent

Monthly Financial Report



Month: May 2019

**HARRIS COUNTY DEPARTMENT OF EDUCATION
CERTIFICATION OF FINANCIAL STATEMENTS**

- I. Assistant Superintendent's Message (Highlights)
- II. Investment Report (Monthly Highlights)
- III. Investment Portfolio Report (Monthly Report)
- IV. Highlights of Financial Statements
Donations Report Included in Highlights

Schedules

- 1 General Fund (100-199) Balance Sheet
- 2 Budget Summary - All Funds Combined
- 3 General Fund (100-199) Budget Summary Report
- 4 Special Revenue Funds (200-499) Budget Summary Report
- 5 Debt Service Fund (599) Budget Summary Report
- 6 Capital Project Fund Budget Summary Report
- 7 Choice Partners Fund (711) Budget Summary Report
- 8 Workers Comp. Fund (753) Budget Summary Report
- 9 Internal Service Fund (799) Budget Summary Report
- 10 Trust & Agency Funds (800-840) Budget Summary Report
- 11 Local Construction Fund 199, BM (087) Budget Summary Report
- 12 General Funds Detail By Division
- 13 Special Revenue Funds Detail By Division
- 14 Revenues Update-Customer Fees/Charges
- 15 Expenditures By Class Object Group-All Funds
- 16 Chart for Performance Measurement

We certify that the monthly financial statements are true, and correct to the best of our ability. We have reviewed the expenditures, revenues, and appropriations for accuracy and completeness in the general ledger for the month. Texas Education Agency's Financial Accountability System Resource Guide ("FASRG") Ver 15.0 has been followed to assure grant compliance.

/s/ Jesus J. Amezcua

Jesus J. Amezcua, CPA, Ph.D., Asst. Superintendent for Business Services

/s/ Rosa Maria Torres

Rosa Maria Torres, Chief Accounting Officer

/s/ Stephanie Ritchie

Stephanie Ritchie, Senior Accountant

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
GENERAL FUNDS 100-199 BALANCE SHEET
Fiscal year to date: May 31, 2019

Schedule 1

	<u>ACTUAL</u>
<u>ASSETS</u>	
Cash and Temporary Investments	\$ 41,492,692
Property Taxes-Delinquent at September 1, 2018	843,570
Less: Allowances for Uncollectible Taxes	(16,871)
Due from Federal Agencies	-
Other Receivables	1,250,460
Inventories	130,261
Deferred Expenditures	-
Other Prepaid Items	33,680
TOTAL ASSETS:	\$ 43,733,792
<u>LIABILITIES</u>	
Accounts Payable	13,772
Bond Interest Payable	-
Due to Other Funds	-
Accrued Wages	-
Payroll Deductions	979,753
Due to Other Governments	-
Deferred Revenue	835,561
TOTAL LIABILITIES:	\$ 1,829,085
<u>FUND EQUITY</u>	
Unassigned Fund Balance	17,557,461
Non-Spendable Fund Balance	128,037
Restricted Fund Balance	-
Committed Fund Balance	2,014,976
Assigned Fund Balance	9,499,397
Excess(Deficiency) of Revenues & Other Resources Over(Under) Expenditures & Other Uses	12,492,546
TOTAL FUND EQUITY:	\$ 41,692,417
Fund Balance Appropriated Year-To-Date	212,290
TOTAL LIABILITIES, FUND EQUITY, AND FUND BALANCE APPROPRIATED TO DATE:	\$ 43,733,792

Financial Strength Indicator: Working Capital

$$\begin{array}{rcl}
 \text{Total Current Assets} & 43,733,792 & \\
 = & & \\
 \text{- Total Current Liabilities} & - 1,829,085 & = \mathbf{41,904,706}
 \end{array}$$

Efficient Leverage Indicator

$$\begin{array}{rcl}
 \frac{\text{Unassigned Fund Balance}}{\text{Total Fund Balance}} & = \frac{17,557,461}{41,904,707} & = \mathbf{42\%}
 \end{array}$$

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
BUDGET SUMMARY-ALL FUNDS COMBINED
Fiscal year to date: May 31, 2019

Schedule 2

	BUDGET	YTD REVENUES		VARIANCE	FY 18-19 % BUDGET REALIZED	FY 17-18 % BUDGET REALIZED
REVENUES & OTHER RESOURCES						
* General Fund-1XX	\$ 53,938,527	\$ 48,166,377		\$ (5,772,150)	89%	74%
Special Revenue Funds-2XX, 3XX, 4XX	37,730,577	18,475,583		(19,254,994)	49%	57%
Debt Service Fund-599	3,149,497	3,031,895		(117,602)	96%	95%
PFC Capital Projects Fund-698&699	2,000,000	184,176		(1,815,824)	9%	11%
Trust and Agency Funds-8XX	-	4,304		4,304	0%	0%
Choice Partners-711	4,646,364	6,521,135		1,874,771	140%	90%
Workers' Compensation Fund-753	300,000	190,324		(109,676)	63%	66%
Internal Service Fund-Facilities-799	5,428,496	3,531,644		(1,896,852)	65%	67%
Total Revenues & Other Resources:	107,193,461	80,105,438		(27,088,023)	75%	65%
	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 18-19 % BUDGET USED	FY 17-18 % BUDGET USED
EXPENDITURES & OTHER USES						
* General Fund-1XX	58,075,817	35,673,831	1,295,441	21,106,545	64%	74%
Special Revenue Funds-2XX, 3XX, 4XX	37,730,577	20,601,432	3,272,874	13,856,271	63%	57%
Debt Service Fund-599	3,149,497	3,031,895	-	117,602	96%	95%
PFC Capital Projects Fund-698&699	12,500,000	1,353,230	5,509	11,141,262	11%	11%
Trust and Agency Funds-8XX	-	2,321	1,650	(3,971)	0%	0%
Choice Partners-711	4,646,364	6,521,135	105,055	(1,979,826)	143%	90%
Workers' Compensation Fund-753	450,000	313,882	-	136,118	70%	66%
Internal Service Fund-Facilities-799	5,428,496	3,531,644	546,191	1,350,661	75%	67%
Total Expenditures & Other Uses:	121,980,751	71,029,369	5,226,719	45,724,662	63%	65%
Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:						
	(13,766,910)	9,233,415				
Beginning Fund Balance-September 1st:	42,583,959	42,583,959				
Estimated Fund Balance:	\$ 28,817,049	\$ 51,817,374				

*General Fund includes one-time cost projects, such as construction, asset & building replacement costs and software purchase.

Current Tax Revenue to Total Revenue Ratio Indicator:

$$\frac{\text{Current Tax Revenue}}{\text{Total Revenue}} = \frac{22,800,092}{80,105,438} = 28.5 \%$$

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
GENERAL FUNDS 100-199 BUDGET SUMMARY REPORT
Fiscal year to date: May 31, 2019

Schedule 3

	BUDGET	YTD REVENUES	VARIANCE	FY 18-19 % BUDGET REALIZED	FY 17-18 % BUDGET REALIZED
<u>REVENUES & OTHER RESOURCES</u>					
Revenues					
Local Customer Fees/Charges	\$ 22,882,435	\$ 17,818,037	\$ (5,064,398)	78%	77%
Local Property Tax Rev-Current	23,325,040	22,800,092	(524,948)	98%	100%
Local Property Tax Rev-Del, P&I	150,000	81,209	(68,791)	54%	35%
Local Investment Earnings	336,000	543,801	207,801	162%	289%
Local Grants Indirect Cost Rev	-	-	-	0%	0%
Local Grants	-	-	-	0%	0%
Local Miscellaneous Revenue	100,203	83,084	(17,119)	83%	81%
Total Local:	46,793,678	41,326,223	(5,467,455)	88%	88%
State FSP-Compensation	340,000	207,534	(132,466)	61%	71%
State TEA-State Health Insurance	650,000	421,356	(228,644)	65%	87%
State Indirect Cost	25,629	-	(25,629)	0%	114%
Total State:	1,015,629	628,890	(386,739)	62%	82%
Federal Grants Indirect Cost	1,550,000	1,132,543	(417,457)	73%	73%
Total Revenues:	49,359,307	43,087,656	(6,271,651)	87%	88%
Other Resources					
Insurance Recovery	-	101,989	101,989	0%	0%
Local HCTO Tax Collection Fees	-	-	-	0%	0%
State TRS Matching	2,500,000	-	(2,500,000)	0%	0%
Transfers In-Choice Partners	2,079,220	4,976,732	2,897,512	239%	125%
Total Other Resources:	4,579,220	5,078,720	499,500	111%	57%
Total Revenues & Other Resources:	53,938,527	48,166,377	(5,772,150)	89%	85%

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

Indirect Cost to Tax Ratio Indicator:

$$\frac{\text{Indirect Cost General Fund}}{\text{Total General Fund Revenues}} = \frac{1,132,543}{48,166,377} = 2.4\%$$

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
GENERAL FUNDS 100-199 BUDGET SUMMARY REPORT
Fiscal year to date: May 31, 2019

Schedule 3

	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 18-19 % BUDGET USED	FY 17-18 % BUDGET USED
<u>EXPENDITURES & OTHER USES</u>						
Expenditures						
Adult Education-Local	\$ 151,184	\$ 110,771	\$ 309	\$ 40,104	73%	59%
Educ Cert & Prof Advance	648,292	420,415	23,266	204,611	68%	70%
Assistant Superintendent-Academic Support	286,525	209,942	-	76,583	73%	73%
Asst Supt-Education and Enrichment	287,602	214,287	-	73,315	75%	74%
Board of Trustees	196,016	138,013	2,571	55,432	72%	42%
Business Support Services	1,964,411	1,270,632	106,279	587,500	70%	72%
Center for Safe & Secure Schools	605,633	371,272	55,682	178,679	70%	65%
Communication	829,855	601,980	23,316	204,559	75%	68%
Client Engagement	696,621	454,411	12,010	230,200	67%	64%
Ctr A/S Summ & Exp Learn	673,237	440,317	91,527	141,393	79%	54%
Department-Wide	3,622,143	2,398,693	148,880	1,074,570	70%	73%
Chief of Staff	286,106	197,007	504	88,595	69%	63%
Facilities						
Construction Services	194,578	166,596	-	27,982	86%	74%
Facilities Support Services	-	-	-	-	0%	0%
Local Construction Fund 170	1,000,000	121,627	123,093	755,280	24%	17%
Building Replacement Schedule	48,735	12,248	10,000	26,487	46%	54%
Records Management Services	1,940,133	1,529,320	69,791	341,022	82%	64%
Head Start-Local	5,000	3,240	-	1,760	65%	92%
Human Resources	1,085,113	721,991	33,931	329,191	70%	68%
The Teaching and Learning Center						
Bilingual Education	135,315	78,306	14,214	42,795	68%	62%
Digital Learning	-	-	-	-	0%	60%
Digital Education and Innovation	239,730	173,571	1,244	64,914	73%	57%
TLC (Division Wide)	307,736	205,859	3,564	98,313	68%	68%
Early Childhood Winter Conference	138,508	104,516	200	33,792	76%	67%
English Language Arts	194,865	146,149	1,489	47,227	76%	60%
Math	224,042	151,598	21,540	50,904	77%	70%
Professional Development	39,000	23,452	-	15,548	60%	0%
Science	147,575	68,998	486	78,091	47%	66%
Social Studies	41,666	21,524	3,500	16,642	60%	63%
Speaker Series	467,424	145,990	87,424	234,009	50%	48%
Special Education	74,502	50,098	-	24,404	67%	59%
Purchasing Support Services	602,804	392,306	6,488	204,011	66%	68%
Research & Evaluation Institute	634,155	417,120	3,357	213,678	66%	69%
Texas Center for Grants Development	599,203	414,112	6,512	178,580	70%	72%
Retirement Leave Benefits Fund	-	91,613	-	(91,613)	0%	22%
Scholastic Arts	142,473	110,465	-	32,008	78%	69%
Special Schools & Services						

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
GENERAL FUNDS 100-199 BUDGET SUMMARY REPORT
Fiscal year to date: May 31, 2019

Schedule 3

	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 18-19 % BUDGET USED	FY 17-18 % BUDGET USED
<u>EXPENDITURES & OTHER USES</u>						
Expenditures						
Academic and Behavior School East	\$ 4,731,732	\$ 2,854,871	\$ 45,280	\$ 1,831,582	61%	68%
Academic and Behavior School West	3,871,584	2,507,634	20,182	1,343,768	65%	69%
Fortis Academy	1,313,250	847,397	117,449	348,404	73%	69%
Highpoint East School	3,235,020	2,199,842	69,496	965,682	70%	69%
Special Schools Administration	551,887	396,080	1,027	154,780	72%	73%
Superintendent's Office	516,203	391,946	-	124,257	76%	73%
State TEA Employee Portion Health Ins	650,000	409,213	-	240,787	63%	81%
State TRS On Behalf Payments	2,500,000	-	-	2,500,000	0%	0%
Technology						
Chief Communications Officer	194,995	143,215	-	51,780	73%	68%
Technology Support Services	3,854,616	2,210,826	190,685	1,453,105	62%	68%
School Based Therapy Services	11,745,178	8,056,167	146	3,688,866	69%	70%
Total Expenditures:	51,674,647	31,995,628	1,295,441	18,383,578	64%	63%
Other Uses						
Transfers Out-Special Revenue Funds	550,787	550,787	-	-	100%	100%
Transfers Out-Head Start Fund 205	700,886	96,395	-	604,491	14%	62%
Transfers Out-Debt Service	3,149,497	3,031,021	-	118,476	96%	95%
Transfers Out-Department Wide	2,000,000	-	-	2,000,000	0%	0%
Total Other Uses:	6,401,170	3,678,203	-	2,722,967	57%	67%
Total Expenditures & Other Uses:	58,075,817	35,673,831	1,295,441	21,106,545	64%	63%
Excess/(Deficiency) Estimated Revenues						
Over/(Under) Expenditures:	(4,137,290)	12,492,545				
Beginning Fund Balance-September 1st:	29,412,165	29,412,165				
Estimated Fund Balance:	\$ 25,274,875	\$ 41,904,710				

Financial Strength Indicator: Fund Balance to GF Expenditures

$$\frac{\text{Unassigned Fund Balance}}{\text{Total General Fund Expenditures}} = \frac{17,557,461}{35,673,831} = 49.22\%$$

HARRIS COUNTY DEPARTMENT OF EDUCATION

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS 200-499 BUDGET SUMMARY REPORT

Fiscal year to date: May 31, 2019

Schedule 4 - SR Budget
Summary

	BUDGET	YTD REVENUES		VARIANCE	FY 18-19 % BUDGET REALIZED	FY 17-18 % BUDGET REALIZED
<u>ESTIMATED REVENUES & OTHER RESOURCES</u>						
Estimated Revenues						
Local Program Revenues	\$ 6,471,901	\$ 3,082,848		\$ 3,389,053	48%	43%
State Program Revenues	-	-		-	0%	86%
* Federal Program Revenues	30,007,003	14,745,553		15,261,450	49%	45%
Total Estimated Revenues:	36,478,904	17,828,401		18,650,503	49%	46%
Other Resources						
Transfer In-CASE After School Program	550,787	550,787		-	100%	100%
Transfer In-Adult Ed	-	-		-	0%	0%
Transfer In-HeadStart	700,886	96,395		604,491	14%	62%
Total Other Resources:	1,251,673	647,182		604,491	52%	77%
Total Estimated Revenues & Other Resources:	\$ 37,730,577	\$ 18,475,583		\$ 19,254,994	49%	47%
	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 18-19 % BUDGET USED	FY 17-18 % BUDGET USED
<u>EXPENDITURES & OTHER USES</u>						
Adult Education Program						
Fed Dist Learning 2219	161,850	33,368	2,500	125,982	22%	0%
Fed TANF 2239	203,498	18,014	113	185,370	9%	0%
Fed ABE Regular 2309	3,056,337	2,875,037	99,797	81,503	97%	0%
Fed ABE EL/Civics 2349	420,902	150,935	23,313	246,654	41%	0%
State ABE Regular 3819	-	(90,353)	-	90,353	0%	0%
Loc AdultEd Grant - 4989	1,108	-	-	1,108	0%	0%
Total Adult Education Program:	3,843,695	2,987,001	125,723	730,971	81%	0%
Center for Safe & Secure Schools						
STOP School Violence	147,306	40,738	-	106,568	28%	0%
STOP Grant In-Kind	49,608	11,910	-	37,698	24%	0%
Total Center for Safe & Secure Schools:	196,914	52,647	-	144,267	27%	
Educator Certification and Professional Advancement						
Educators & Families for English Learners	20,000	11,500	-	8,500	58%	0%
Total Educator Certification and Professio	20,000	11,500	-	8,500	58%	0%
Schools						
ABS East	4,564	3,587	-	977	79%	8%
ABS West	5,329	-	-	5,329	0%	0%
Total Schools:	9,893	3,587	-	6,306	36%	2%

*Federal funding is the main source for special revenue grants. The \$30,007,003 Federal Program Revenues includes \$3,842,587 for Adult Education, \$5,895,209 for CASE, \$20,065,429 for Head Start, and \$203,778 for various other divisions.

HARRIS COUNTY DEPARTMENT OF EDUCATION

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS 200-499 BUDGET SUMMARY REPORT

Fiscal year to date: May 31, 2019

Schedule 4 - SR Budget
Summary

	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 18-19 % BUDGET USED	FY 17-18 % BUDGET USED
EXPENDITURES & OTHER USES						
The Center for Afterschool, Summer, and Expanded Learning						
Fed/Local After School Partnership	\$ 3,314,355	\$ 1,408,959	\$ 446,378	\$ 1,459,018	56%	59%
Fed 21st Century CLC-Cycle VI - 2678	-	-	-	-	0%	97%
Fed 21st Century CLC-Cycle VIII - 2668	-	-	-	-	0%	97%
Fed 21st Century CLC-Cycle IX - 2679	1,643,857	840,448	740,270	63,139	96%	0%
Fed 21st Century CLC-Cycle X - 2689	1,487,784	850,867	597,780	39,137	97%	0%
Loc Houston Endowment - 4638	-	-	-	-	0%	17%
Loc Houston Endowment - 4639	99,000	53,072	5,698	40,231	59%	0%
Loc COH Connections Program - 4679	770,000	591,955	140,212	37,833	95%	0%
Loc Ecobot	11,880	6,779	-	5,101	57%	0%
Total The Center for Afterschool, Summer,	7,326,876	3,752,080	1,930,338	1,644,458	78%	79%
Head Start						
Fed Head Start - 2058	5,363,542	4,689,098	-	674,444	87%	59%
Fed Head Start - 2059	12,093,681	4,939,731	968,609	6,185,341	49%	0%
Fed Head Start Training Funds - 2068	77,855	36,686	-	41,169	47%	50%
Fed Head Start Training Funds - 2069	133,983	36,265	15,293	82,425	38%	0%
Fed Early Head Start-Operations-2158	910,476	268,101	-	642,375	29%	64%
Fed Early Head Start-Operations-2159	1,954,145	1,268,361	223,819	461,965	76%	0%
Fed Early Head Start-T&TA-2168	187,033	17,391	-	169,642	9%	88%
Fed Early Head Start-T&TA-2169	45,600	12,017	5,925	27,659	39%	0%
Loc Early Head Start In-Kind - 4759	526,590	78,673	-	447,917	15%	0%
Loc Head Start In-Kind Matching - 4798	1,688,146	1,688,145	-	1	100%	23%
Loc Head Start In-Kind Matching - 4799	3,262,826	752,650	1,366	2,508,810	23%	0%
Loc Head Start Hogg Foundation - 4969	5,108	-	-	5,108	0%	0%
Head Start Other Local Grants - 4989	19,640	-	-	19,640	0%	0%
Total Head Start:	26,268,625	13,787,118	1,215,013	11,266,495	57%	52%
The Teaching and Learning Center						
Texas Council for Developmental Disabilities	7,500	7,500	-	-	100%	93%
Local Grants	28,102	-	1,800	26,302	6%	4%
Total The Teaching and Learning Center:	35,602	7,500	1,800	26,302	26%	14%
Total Expenditures & Other Uses:	\$ 37,701,605	\$ 20,601,432	\$ 3,272,874	\$ 13,827,299	63%	60%
Excess/(Deficiency) Estimated Revenues						
Over/(Under) Expenditures:	\$ 28,972	\$(2,125,849)				

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
DEBT SERVICE FUND 599 BUDGET SUMMARY REPORT
Fiscal year to date: May 31, 2019

Schedule 5

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<u>FUNDING SOURCES</u>				
Transfer In from General Fund	\$ 2,458,368	\$ 2,340,766		\$ (117,602)
Transfer In Debt Service-QZAB	691,129	690,255		(874)
Transfer In PFC-698 & 699	-	874		874
Total Funding Sources:	3,149,497	3,031,895		(117,602)
<u>EXPENDITURES</u>				
Principal-PFC Bonds	2,200,000	2,200,000	-	-
Principal-Maintenance Tax Note	235,000	235,000	-	-
Principal-QZAB	451,429	451,429	-	-
Interest-PFC Bonds	258,368	140,766	-	117,602
Interest Expense-QZAB&MTN	4,700	4,700	-	-
Total Expenditures:	3,149,497	3,031,895	-	117,602
Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:	-	-		
Beginning Fund Balance-September 1st:	-	-		
Estimated Fund Balance:	\$ -	\$ -		

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

Efficient Leverage Indicator: Debt to Income Ratio

$$\frac{\text{Annual Principal \& Interest Payments on Term Debt \& Capital Leases}}{\text{General Fund Revenues less Facility Charges}} = \frac{3,031,895}{48,166,377 - 3,531,644} = 6.79\%$$

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
CAPITAL PROJECT FUND BUDGET SUMMARY REPORT
Fiscal year to date: May 31, 2019

Schedule 6

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<u>REVENUES</u>				
Issuance of Bonds	\$ -	\$ -		\$ -
Investment Earnings	-	184,176		184,176
Transfers In-General Fund	2,000,000	-		(2,000,000)
Misc Revenue	-	-		-
Other Local Revenues	-	-		-
Total Revenues:	2,000,000	184,176		(1,815,824)
<u>EXPENDITURES</u>				
Facilities Construction	12,500,000	1,352,356	5,509	11,142,136
Transfers Out to Debt Service Fund	-	874	-	(874)
Total Expenditures:	12,500,000	1,353,230	5,509	11,141,262
Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:	(10,500,000)	(1,169,053)		
Beginning Fund Balance-September 1st:	11,219,387	11,219,387		
Estimated Fund Balance:	\$ 719,387	\$ 10,050,334		

A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
CHOICE PARTNERS FUND 711 BUDGET SUMMARY REPORT
Fiscal year to date: May 31, 2019

Schedule 7

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<u>REVENUES</u>				
5720-Local Revenue - School Districts	\$ 4,621,364	\$ 6,481,435		\$ 1,860,071
5740-Local Revenue - Other	25,000	39,700		14,700
Total Revenues:	4,646,364	6,521,135		1,874,771
<u>EXPENDITURES</u>				
6100-Payroll Costs	1,455,136	1,023,447	-	431,689
6200-Contracted Services	559,280	278,590	73,648	207,042
6300-Supplies and Materials	120,045	40,702	1,807	77,537
6400-Miscellaneous Operating Costs	432,683	201,665	29,600	201,418
8900-Transfers Out	2,079,220	4,976,732	-	(2,897,512)
Total Expenditures:	4,646,364	6,521,135	105,055	(1,979,826)
Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:	-	-		
Beginning Fund Balance-September 1st:	500,000	500,000		
Estimated Fund Balance:	\$ 500,000	\$ 500,000		

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
WORKERS COMPENSATION FUND 753 BUDGET SUMMARY REPORT
Fiscal year to date: May 31, 2019

Schedule 8

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<u>REVENUES</u>				
Revenues	\$ 300,000	\$ 190,324		\$(109,676)
Total Revenues:	300,000	190,324		(109,676)
<u>EXPENDITURES</u>				
6400-Misc Operating Costs	450,000	313,882	-	136,118
Total Expenditures:	450,000	313,882	-	136,118
Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:	(150,000)	(123,558)		
Beginning Fund Balance-September 1st:	1,452,407	1,452,407		
Estimated Fund Balance:	<u>\$ 1,302,407</u>	<u>\$ 1,328,849</u>		

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
INTERNAL SERVICE FUND 799 BUDGET SUMMARY REPORT
Fiscal year to date: May 31, 2019

Schedule 9

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<u>REVENUES</u>				
Interdepartmental Revenues	\$ 5,428,496	\$ 3,531,644		\$(1,896,852)
Total Revenues:	5,428,496	3,531,644		(1,896,852)
<u>EXPENDITURES</u>				
6100-Payroll Costs	2,545,639	1,830,559	-	715,080
6200-Contracted Services	1,767,855	1,049,512	466,140	252,203
6300-Supplies and Materials	457,069	233,958	60,419	162,693
6400-Miscellaneous Operating Costs	604,048	400,837	12,876	190,335
6600-Capital Assets	53,885	16,778	6,757	30,350
Total Expenditures:	5,428,496	3,531,644	546,191	1,350,661
Excess/(Deficiency) Estimated Revenues				
Over/(Under) Expenditures:	-	-		
Beginning Fund Balance-September 1st:	-	-		
Estimated Fund Balance:	\$ -	\$ -		

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
TRUST & AGENCY FUNDS 800-840 BUDGET SUMMARY REPORT
Fiscal year to date: May 31, 2019

Schedule 10

	TOTAL
Revenues	\$ 4,304
Expenditures	2,321
Revenues Over/(Under) Expenditures:	\$ 1,983
Beginning Fund Balance-September 1st:	-
Estimated Fund Balance:	\$ 1,983

NOTE: Revenues and Expenditures are reclassified to the balance sheet at year end.

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 11

INTERIM FINANCIAL REPORTS (Unaudited)**LOCAL CONSTRUCTION PROJECTS-BM '087' BUDGET SUMMARY REPORT**

Fiscal year to date: May 31, 2019

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<u>EXPENDITURES</u>				
Administration Building	\$ 324,000	\$ 15,828	\$ -	\$ 308,172
Post Oak	198,054	-	-	198,054
Technology Support Services	125,000	31,426	10,286	83,288
ABS East	55,000	28,523	21,614	4,863
ABS West	5,000	3,322	-	1,678
Science Lab Building	30,000	-	29,246	754
Highpoint East	137,946	42,528	61,946	33,472
Records Management	23,735	-	-	23,735
Facilities - Central Support	101,265	-	-	101,265
Total Expenditures:	1,000,000	121,627	123,093	755,280

NOTE: These projects are funded from the General Fund-Assigned Fund Balance.

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Adult Education-Local			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	6,299
Indirect Cost Rev-Federal Grants	151,184	110,771	81,332
Total Revenues:	\$ 151,184	\$ 110,771	\$ 87,631
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 151,184	\$ 110,771	\$ 87,631
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	550	-	-
Contracted & Professional Services	3,666	2,400	1,500
Supplies & Materials	5,852	4,940	1,246
Other Operating Costs	141,116	103,740	84,886
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 151,184	\$ 111,080	\$ 87,631
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 151,184	\$ 111,080	\$ 87,631
Revenue Over/(Under) Expenditures:	\$ -	\$ (309)	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Educ Cert & Prof Advance			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ 400,735	\$ 152,987	\$ 221,453
Local Property Tax Rev-Current	247,557	267,427	219,535
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 648,292	\$ 420,415	\$ 440,987
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 648,292	\$ 420,415	\$ 440,987
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	521,479	353,483	380,655
Contracted & Professional Services	64,860	56,082	46,824
Supplies & Materials	17,220	7,659	8,344
Other Operating Costs	44,733	26,456	28,616
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 648,292	\$ 443,681	\$ 464,440
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 648,292	\$ 443,681	\$ 464,440
Revenue Over/(Under) Expenditures:	\$ -	\$ (23,266)	\$ (23,453)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Assistant Superintendent-Academic Support

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	286,525	209,942	204,167
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 286,525	\$ 209,942	\$ 204,167
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 286,525	\$ 209,942	\$ 204,167
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	265,401	197,175	191,856
Contracted & Professional Services	960	610	609
Supplies & Materials	532	191	509
Other Operating Costs	19,632	11,966	11,193
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 286,525	\$ 209,942	\$ 204,167
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 286,525	\$ 209,942	\$ 204,167
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Asst Supt-Education and Enrichment			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	287,602	214,287	207,818
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 287,602	\$ 214,287	\$ 207,818
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 287,602	\$ 214,287	\$ 207,818
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	251,530	187,806	178,318
Contracted & Professional Services	1,320	610	609
Supplies & Materials	2,895	2,259	2,502
Other Operating Costs	31,857	23,612	26,467
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 287,602	\$ 214,287	\$ 207,896
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 287,602	\$ 214,287	\$ 207,896
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ (78)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

Board of Trustees			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	193,445	138,013	86,508
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 193,445	\$ 138,013	\$ 86,508
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 193,445	\$ 138,013	\$ 86,508
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	65,781	35,120	14,244
Contracted & Professional Services	8,813	56,636	33,367
Supplies & Materials	42,954	15,969	20,476
Other Operating Costs	78,468	32,859	26,240
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 196,016	\$ 140,584	\$ 94,326
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 196,016	\$ 140,584	\$ 94,326
Revenue Over/(Under) Expenditures:	\$ (2,571)	\$ (2,571)	\$ (7,818)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Business Support Services			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 100,000	\$ -	\$ 1,713
Local Property Tax Rev-Current	1,399,558	952,852	1,016,664
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	1,030	2,622
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	7,104	-	7,977
Indirect Cost Rev-Federal Grants	387,749	316,749	280,785
Total Revenues:	\$ 1,894,411	\$ 1,270,632	\$ 1,309,763
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 1,894,411	\$ 1,270,632	\$ 1,309,763
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	1,269,495	895,090	926,847
Contracted & Professional Services	497,149	382,615	302,221
Supplies & Materials	48,530	34,909	38,357
Other Operating Costs	149,237	64,298	95,409
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 1,964,411	\$ 1,376,911	\$ 1,362,834
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 1,964,411	\$ 1,376,911	\$ 1,362,834
Revenue Over/(Under) Expenditures:	\$ (70,000)	\$ (106,279)	\$ (53,071)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Center for Safe & Secure Schools			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 229,500	\$ 204,681	\$ 110,135
Local Property Tax Rev-Current	376,133	166,591	214,015
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 605,633	\$ 371,272	\$ 324,150
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 605,633	\$ 371,272	\$ 324,150
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	404,361	305,560	266,233
Contracted & Professional Services	106,800	67,173	60,814
Supplies & Materials	26,500	14,814	8,471
Other Operating Costs	67,972	39,406	21,898
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 605,633	\$ 426,954	\$ 357,416
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 605,633	\$ 426,954	\$ 357,416
Revenue Over/(Under) Expenditures:	\$ -	\$ (55,682)	\$ (33,266)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

Communication			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	829,855	601,980	562,209
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 829,855	\$ 601,980	\$ 562,209
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 829,855	\$ 601,980	\$ 562,209
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	608,793	481,239	451,070
Contracted & Professional Services	57,116	71,417	58,172
Supplies & Materials	85,332	43,014	45,427
Other Operating Costs	78,614	29,627	28,098
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 829,855	\$ 625,296	\$ 582,767
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 829,855	\$ 625,296	\$ 582,767
Revenue Over/(Under) Expenditures:	\$ -	\$ (23,316)	\$ (20,558)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Client Engagement			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	696,621	454,411	348,260
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 696,621	\$ 454,411	\$ 348,260
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 696,621	\$ 454,411	\$ 348,260
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	562,379	379,262	304,301
Contracted & Professional Services	14,551	13,368	8,468
Supplies & Materials	24,959	19,990	8,715
Other Operating Costs	94,732	53,801	26,893
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 696,621	\$ 466,421	\$ 348,377
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 696,621	\$ 466,421	\$ 348,377
Revenue Over/(Under) Expenditures:	\$ -	\$ (12,010)	\$ (117)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Ctr A/S Summ & Exp Learn			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 81,000	\$ 55,079	\$ 39,165
Local Property Tax Rev-Current	590,237	385,239	261,958
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	2,000	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 673,237	\$ 440,317	\$ 301,123
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 673,237	\$ 440,317	\$ 301,123
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	254,267	196,762	104,804
Contracted & Professional Services	300,250	256,604	198,150
Supplies & Materials	40,747	17,963	15,912
Other Operating Costs	77,973	60,515	63,914
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 673,237	\$ 531,844	\$ 382,780
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 673,237	\$ 531,844	\$ 382,780
Revenue Over/(Under) Expenditures:	\$ -	\$ (91,527)	\$ (81,657)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Department-Wide			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ 9,297	\$ 2,810
Local Property Tax Rev-Current	4,172,890	12,016,545	12,220,825
Local Property Tax Rev-Del, P&I	150,000	81,209	117,924
Investment Earnings	336,000	543,801	227,888
Insurance Recovery	-	101,989	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	203	33,911	15,465
Indirect Cost Rev-Local Grants	-	-	727
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 4,659,093	\$ 12,786,752	\$ 12,585,640
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	2,079,220	4,976,732	2,394,050
Total Other Resources:	\$ 2,079,220	\$ 4,976,732	\$ 2,394,050
Total Revenues & Other Resources:	\$ 6,738,313	\$ 17,763,483	\$ 14,979,690
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	(300,000)	-	-
Contracted & Professional Services	1,147,700	811,829	842,177
Supplies & Materials	28,300	8,871	(17,618)
Other Operating Costs	2,746,143	1,726,873	1,727,660
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 3,622,143	\$ 2,547,573	\$ 2,552,219
Other Uses			
Transfers Out-Special Revenue Funds	550,787	550,787	550,787
Transfers Out-Head Start Fund 205	700,886	96,395	539,108
Transfers Out-Debt Service	3,149,497	3,031,021	2,999,125
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	2,000,000	-	-
Total Other Uses:	\$ 6,401,170	\$ 3,678,203	\$ 4,089,020
Total Expenditures & Other Uses:	\$ 10,023,313	\$ 6,225,776	\$ 6,641,239
Revenue Over/(Under) Expenditures:	\$ (3,285,000)	\$ 11,537,707	\$ 8,338,451

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Chief of Staff			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	286,106	197,006	170,714
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	1	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 286,106	\$ 197,007	\$ 170,714
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 286,106	\$ 197,007	\$ 170,714
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	267,626	187,778	166,046
Contracted & Professional Services	500	267	2,641
Supplies & Materials	2,219	1,754	136
Other Operating Costs	15,761	7,712	2,006
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 286,106	\$ 197,511	\$ 170,828
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 286,106	\$ 197,511	\$ 170,828
Revenue Over/(Under) Expenditures:	\$ -	\$ (504)	\$ (115)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

Facilities-Choice Partners Cooperative			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ (5,832)	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ -	\$ (5,832)	\$ -
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ -	\$ (5,832)	\$ -
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ -	\$ -	\$ -
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ -	\$ -	\$ -
Revenue Over/(Under) Expenditures:	\$ -	\$ (5,832)	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Facilities-Construction Services			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	194,578	166,596	139,791
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 194,578	\$ 166,596	\$ 139,791
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 194,578	\$ 166,596	\$ 139,791
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	183,208	129,006	135,084
Contracted & Professional Services	3,000	2,352	2,644
Supplies & Materials	-	-	-
Other Operating Costs	8,370	35,237	2,063
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 194,578	\$ 166,596	\$ 139,791
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 194,578	\$ 166,596	\$ 139,791
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

Facilities-Facilities Support Services			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ -	\$ -	\$ -
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ -	\$ -	\$ -
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ -	\$ -	\$ -
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ -	\$ -	\$ -
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Facilities-Local Construction Fund 170

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ -	\$ -	\$ -
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ -	\$ -	\$ -
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	230,490	45,034	52,198
Supplies & Materials	1,470	-	7,166
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	768,040	199,686	304,510
Total Expenditures & Encumbrances:	\$ 1,000,000	\$ 244,720	\$ 363,874
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 1,000,000	\$ 244,720	\$ 363,874
Revenue Over/(Under) Expenditures:	\$ (1,000,000)	\$ (244,720)	\$ (363,874)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Facilities-Building Replacement Schedule

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	12,248	301,737
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ -	\$ 12,248	\$ 301,737
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ -	\$ 12,248	\$ 301,737
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	10,000	15,000	28,320
Supplies & Materials	11,961	7,248	81,185
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	26,774	-	352,107
Total Expenditures & Encumbrances:	\$ 48,735	\$ 22,248	\$ 461,613
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 48,735	\$ 22,248	\$ 461,613
Revenue Over/(Under) Expenditures:	\$ (48,735)	\$ (10,000)	\$ (159,875)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Facilities-Records Management Services			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 1,751,508	\$ 1,114,252	\$ 1,068,766
Local Property Tax Rev-Current	98,625	377,924	110,149
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	90,000	37,144	53,108
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 1,940,133	\$ 1,529,320	\$ 1,232,023
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 1,940,133	\$ 1,529,320	\$ 1,232,023
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	815,166	605,960	564,940
Contracted & Professional Services	166,560	147,358	88,441
Supplies & Materials	154,991	121,524	127,101
Other Operating Costs	791,707	712,560	471,487
Debt Services	-	-	-
Capital Outlay	11,709	11,709	23,794
Total Expenditures & Encumbrances:	\$ 1,940,133	\$ 1,599,111	\$ 1,275,763
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 1,940,133	\$ 1,599,111	\$ 1,275,763
Revenue Over/(Under) Expenditures:	\$ -	\$ (69,791)	\$ (43,740)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Head Start-Local			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	5,000	3,240	4,595
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 5,000	\$ 3,240	\$ 4,595
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 5,000	\$ 3,240	\$ 4,595
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	960	430	686
Supplies & Materials	-	-	1,220
Other Operating Costs	4,040	2,810	2,689
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 5,000	\$ 3,240	\$ 4,595
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 5,000	\$ 3,240	\$ 4,595
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Human Resources			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	858,941	548,290	556,557
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	4,070	-	4,375
Indirect Cost Rev-Federal Grants	222,102	173,701	153,979
Total Revenues:	\$ 1,085,113	\$ 721,991	\$ 714,911
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 1,085,113	\$ 721,991	\$ 714,911
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	821,220	615,370	597,830
Contracted & Professional Services	62,700	55,888	33,735
Supplies & Materials	53,806	29,110	27,371
Other Operating Costs	147,387	55,554	69,206
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 1,085,113	\$ 755,922	\$ 728,142
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 1,085,113	\$ 755,922	\$ 728,142
Revenue Over/(Under) Expenditures:	\$ -	\$ (33,931)	\$ (13,231)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Bilingual Education

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ 85,000	\$ 52,655	\$ 43,775
Local Property Tax Rev-Current	50,315	25,651	40,225
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 135,315	\$ 78,306	\$ 84,000
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 135,315	\$ 78,306	\$ 84,000
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	61,946	45,755	41,003
Contracted & Professional Services	48,590	34,200	42,400
Supplies & Materials	17,400	7,224	1,768
Other Operating Costs	7,379	5,341	4,509
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 135,315	\$ 92,520	\$ 89,680
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 135,315	\$ 92,520	\$ 89,680
Revenue Over/(Under) Expenditures:	\$ -	\$ (14,214)	\$ (5,680)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Digital Learning

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ 21,990
Local Property Tax Rev-Current	-	-	1,034
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ -	\$ -	\$ 23,024
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ -	\$ -	\$ 23,024
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	21,648
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	1,376
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ -	\$ -	\$ 23,024
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ -	\$ -	\$ 23,024
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Digital Education and Innovation

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ 259,919	\$ 143,325	\$ 89,650
Local Property Tax Rev-Current	(20,189)	30,246	37,183
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 239,730	\$ 173,571	\$ 126,833
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 239,730	\$ 173,571	\$ 126,833
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	200,090	162,444	122,670
Contracted & Professional Services	17,773	3,249	1,303
Supplies & Materials	7,834	2,032	832
Other Operating Costs	14,033	7,090	2,027
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 239,730	\$ 174,816	\$ 126,833
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 239,730	\$ 174,816	\$ 126,833
Revenue Over/(Under) Expenditures:	\$ -	\$ (1,244)	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-TLC (Division Wide)

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	307,736	205,859	103,154
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 307,736	\$ 205,859	\$ 103,154
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 307,736	\$ 205,859	\$ 103,154
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	212,261	157,773	48,637
Contracted & Professional Services	18,663	18,369	1,136
Supplies & Materials	7,723	7,728	2,356
Other Operating Costs	69,089	25,552	51,104
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 307,736	\$ 209,423	\$ 103,232
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 307,736	\$ 209,423	\$ 103,232
Revenue Over/(Under) Expenditures:	\$ -	\$ (3,564)	\$ (78)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Early Childhood Winter Conference

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 100,000	\$ 87,455	\$ 84,230
Local Property Tax Rev-Current	38,508	16,561	80,609
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	500	2,430
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 138,508	\$ 104,516	\$ 167,269
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 138,508	\$ 104,516	\$ 167,269
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	43,808	32,756	79,465
Contracted & Professional Services	58,000	54,094	56,641
Supplies & Materials	11,200	6,528	9,977
Other Operating Costs	25,500	11,338	24,187
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 138,508	\$ 104,716	\$ 170,269
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 138,508	\$ 104,716	\$ 170,269
Revenue Over/(Under) Expenditures:	\$ -	\$ (200)	\$ (3,000)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-English Language Arts

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 155,000	\$ 166,635	\$ 68,015
Local Property Tax Rev-Current	39,865	-	13,351
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 194,865	\$ 166,635	\$ 81,366
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 194,865	\$ 166,635	\$ 81,366
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	104,776	75,397	52,716
Contracted & Professional Services	56,373	54,379	36,119
Supplies & Materials	20,025	10,961	10,428
Other Operating Costs	13,691	6,902	6,283
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 194,865	\$ 147,638	\$ 105,546
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 194,865	\$ 147,638	\$ 105,546
Revenue Over/(Under) Expenditures:	\$ -	\$ 18,997	\$ (24,180)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Math			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 186,150	\$ 104,072	\$ 92,293
Local Property Tax Rev-Current	37,892	47,526	63,279
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 224,042	\$ 151,598	\$ 155,571
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 224,042	\$ 151,598	\$ 155,571
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	142,048	106,136	105,521
Contracted & Professional Services	50,456	49,700	54,164
Supplies & Materials	12,198	3,304	3,433
Other Operating Costs	19,340	13,999	13,842
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 224,042	\$ 173,138	\$ 176,961
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 224,042	\$ 173,138	\$ 176,961
Revenue Over/(Under) Expenditures:	\$ -	\$ (21,540)	\$ (21,390)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Professional Development

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ 39,000	\$ 28,752	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 39,000	\$ 28,752	\$ -
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 39,000	\$ 28,752	\$ -
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	26,500	23,452	-
Supplies & Materials	7,000	-	-
Other Operating Costs	5,500	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 39,000	\$ 23,452	\$ -
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 39,000	\$ 23,452	\$ -
Revenue Over/(Under) Expenditures:	\$ -	\$ 5,300	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Science

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ 91,000	\$ 48,293	\$ 24,860
Local Property Tax Rev-Current	56,575	20,705	88,629
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 147,575	\$ 68,998	\$ 113,489
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 147,575	\$ 68,998	\$ 113,489
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	116,352	50,561	105,023
Contracted & Professional Services	7,300	6,843	2,205
Supplies & Materials	11,769	5,998	1,038
Other Operating Costs	12,154	6,082	5,674
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 147,575	\$ 69,484	\$ 113,939
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 147,575	\$ 69,484	\$ 113,939
Revenue Over/(Under) Expenditures:	\$ -	\$ (486)	\$ (450)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Social Studies

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 47,900	\$ 17,885	\$ 3,630
Local Property Tax Rev-Current	(6,234)	3,639	52,440
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 41,666	\$ 21,524	\$ 56,070
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 41,666	\$ 21,524	\$ 56,070
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	20,431	16,488	50,143
Contracted & Professional Services	11,025	5,070	12,850
Supplies & Materials	4,310	1,977	53
Other Operating Costs	5,900	1,489	74
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 41,666	\$ 25,024	\$ 63,120
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 41,666	\$ 25,024	\$ 63,120
Revenue Over/(Under) Expenditures:	\$ -	\$ (3,500)	\$ (7,050)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Speaker Series

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 459,000	\$ 234,407	\$ 88,221
Local Property Tax Rev-Current	8,424	-	707
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 467,424	\$ 234,407	\$ 88,928
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 467,424	\$ 234,407	\$ 88,928
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	40,534	30,539	54,889
Contracted & Professional Services	388,250	176,600	23,800
Supplies & Materials	18,132	13,571	5,277
Other Operating Costs	20,508	12,705	4,962
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 467,424	\$ 233,415	\$ 88,928
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 467,424	\$ 233,415	\$ 88,928
Revenue Over/(Under) Expenditures:	\$ -	\$ 992	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

The Teaching and Learning Center-Special Education

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 69,000	\$ 40,993	\$ 21,855
Local Property Tax Rev-Current	5,502	9,106	22,219
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 74,502	\$ 50,098	\$ 44,074
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 74,502	\$ 50,098	\$ 44,074
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	61,946	45,066	42,087
Contracted & Professional Services	9,246	2,900	3,750
Supplies & Materials	2,388	1,303	411
Other Operating Costs	922	829	826
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 74,502	\$ 50,098	\$ 47,074
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 74,502	\$ 50,098	\$ 47,074
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ (3,000)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Purchasing Support Services			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	552,804	392,306	362,123
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 552,804	\$ 392,306	\$ 362,123
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 552,804	\$ 392,306	\$ 362,123
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	469,361	340,586	327,091
Contracted & Professional Services	77,901	19,571	5,008
Supplies & Materials	18,249	10,579	11,621
Other Operating Costs	37,293	28,056	20,745
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 602,804	\$ 398,793	\$ 364,464
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 602,804	\$ 398,793	\$ 364,464
Revenue Over/(Under) Expenditures:	\$ (50,000)	\$ (6,488)	\$ (2,340)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

QZAB & Maint Tax Notes FD

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	24,685
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ -	\$ -	\$ 24,685
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ -	\$ -	\$ 24,685
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ -	\$ -	\$ -
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ -	\$ -	\$ -
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ 24,685

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

Research & Evaluation Institute			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ 79,500	\$ 39,750	\$ 77,490
Local Property Tax Rev-Current	554,655	377,370	359,282
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 634,155	\$ 417,120	\$ 436,772
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 634,155	\$ 417,120	\$ 436,772
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	562,093	385,086	395,129
Contracted & Professional Services	3,585	123	708
Supplies & Materials	24,885	14,650	18,642
Other Operating Costs	43,592	20,618	22,293
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 634,155	\$ 420,477	\$ 436,772
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 634,155	\$ 420,477	\$ 436,772
Revenue Over/(Under) Expenditures:	\$ -	\$ (3,357)	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Texas Center for Grants Development			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 1,000	\$ 2,070	\$ 530
Local Property Tax Rev-Current	598,203	412,042	418,933
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 599,203	\$ 414,112	\$ 419,463
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 599,203	\$ 414,112	\$ 419,463
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	522,492	382,791	379,818
Contracted & Professional Services	3,700	1,663	1,620
Supplies & Materials	25,276	20,015	13,311
Other Operating Costs	47,735	16,154	26,226
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 599,203	\$ 420,623	\$ 420,975
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 599,203	\$ 420,623	\$ 420,975
Revenue Over/(Under) Expenditures:	\$ -	\$ (6,512)	\$ (1,513)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

Retirement Leave Benefits Fund			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	91,613	3,202
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	7,344
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ -	\$ 91,613	\$ 10,546
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ -	\$ 91,613	\$ 10,546
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	91,613	10,546
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ -	\$ 91,613	\$ 10,546
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ -	\$ 91,613	\$ 10,546
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Scholastic Arts			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ 10,000	\$ 29,595	\$ 36,823
Local Property Tax Rev-Current	126,473	78,665	44,118
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	6,000	1,705	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 142,473	\$ 109,965	\$ 80,941
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 142,473	\$ 109,965	\$ 80,941
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	81,068	59,497	41,476
Contracted & Professional Services	13,080	11,025	7,638
Supplies & Materials	7,486	7,345	3,586
Other Operating Costs	40,839	32,598	28,241
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 142,473	\$ 110,465	\$ 80,941
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 142,473	\$ 110,465	\$ 80,941
Revenue Over/(Under) Expenditures:	\$ -	\$ (500)	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Special Schools & Services-Academic and Behavior School East

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 3,464,300	\$ 3,228,800	\$ 2,932,400
Local Property Tax Rev-Current	1,267,432	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	283	3,317
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 4,731,732	\$ 3,229,083	\$ 2,935,717
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 4,731,732	\$ 3,229,083	\$ 2,935,717
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	3,563,652	2,457,297	2,323,892
Contracted & Professional Services	160,795	150,582	143,339
Supplies & Materials	599,115	33,071	24,744
Other Operating Costs	408,170	259,201	248,957
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 4,731,732	\$ 2,900,150	\$ 2,740,932
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 4,731,732	\$ 2,900,150	\$ 2,740,932
Revenue Over/(Under) Expenditures:	\$ -	\$ 328,933	\$ 194,785

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Special Schools & Services-Academic and Behavior School West

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 2,989,640	\$ 2,733,459	\$ 2,554,715
Local Property Tax Rev-Current	879,944	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	2,000	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 3,871,584	\$ 2,733,459	\$ 2,554,715
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 3,871,584	\$ 2,733,459	\$ 2,554,715
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	3,302,561	2,261,803	2,077,030
Contracted & Professional Services	87,460	80,170	81,567
Supplies & Materials	257,288	35,418	45,000
Other Operating Costs	224,275	150,425	149,276
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 3,871,584	\$ 2,527,816	\$ 2,352,873
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 3,871,584	\$ 2,527,816	\$ 2,352,873
Revenue Over/(Under) Expenditures:	\$ -	\$ 205,643	\$ 201,842

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Special Schools & Services-Fortis Academy

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 393,000	\$ 84,000	\$ -
Local Property Tax Rev-Current	916,685	763,397	713,376
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 1,309,685	\$ 847,397	\$ 713,376
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 1,309,685	\$ 847,397	\$ 713,376
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	750,408	528,963	481,234
Contracted & Professional Services	260,650	258,926	127,829
Supplies & Materials	89,316	47,243	61,332
Other Operating Costs	212,876	129,713	131,645
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 1,313,250	\$ 964,846	\$ 802,040
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 1,313,250	\$ 964,846	\$ 802,040
Revenue Over/(Under) Expenditures:	\$ (3,565)	\$ (117,449)	\$ (88,664)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Special Schools & Services-Highpoint East School

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ 2,003,300	\$ 1,793,575	\$ 1,961,115
Local Property Tax Rev-Current	1,214,301	406,267	140,108
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 3,217,601	\$ 2,199,842	\$ 2,101,223
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 3,217,601	\$ 2,199,842	\$ 2,101,223
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	2,480,300	1,695,173	1,629,421
Contracted & Professional Services	226,400	218,308	182,337
Supplies & Materials	89,519	79,382	54,861
Other Operating Costs	438,801	276,475	271,415
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 3,235,020	\$ 2,269,338	\$ 2,138,035
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 3,235,020	\$ 2,269,338	\$ 2,138,035
Revenue Over/(Under) Expenditures:	\$ (17,419)	\$ (69,496)	\$ (36,812)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Special Schools & Services-Special Schools Administration

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 6,596	\$ -	\$ -
Local Property Tax Rev-Current	545,291	387,587	399,864
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	8,493	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 551,887	\$ 396,080	\$ 399,864
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 551,887	\$ 396,080	\$ 399,864
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	389,827	288,879	280,097
Contracted & Professional Services	33,000	53,471	37,249
Supplies & Materials	53,546	27,628	47,646
Other Operating Costs	75,514	27,129	39,514
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 551,887	\$ 397,107	\$ 404,505
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 551,887	\$ 397,107	\$ 404,505
Revenue Over/(Under) Expenditures:	\$ -	\$ (1,027)	\$ (4,641)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Superintendent's Office			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	516,203	391,946	330,353
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 516,203	\$ 391,946	\$ 330,353
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 516,203	\$ 391,946	\$ 330,353
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	398,198	327,865	297,505
Contracted & Professional Services	50,157	39,986	9,735
Supplies & Materials	11,500	3,846	1,669
Other Operating Costs	56,348	20,248	21,678
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 516,203	\$ 391,946	\$ 330,587
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 516,203	\$ 391,946	\$ 330,587
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ (234)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

State TEA Employee Portion Health Ins			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	650,000	421,356	433,714
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 650,000	\$ 421,356	\$ 433,714
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 650,000	\$ 421,356	\$ 433,714
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	650,000	409,213	403,500
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 650,000	\$ 409,213	\$ 403,500
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 650,000	\$ 409,213	\$ 403,500
Revenue Over/(Under) Expenditures:	\$ -	\$ 12,144	\$ 30,213

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

State TRS On Behalf Payments			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ -	\$ -	\$ -
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	2,500,000	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ 2,500,000	\$ -	\$ -
Total Revenues & Other Resources:	\$ 2,500,000	\$ -	\$ -
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	2,500,000	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 2,500,000	\$ -	\$ -
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 2,500,000	\$ -	\$ -
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Technology-Chief Communications Officer

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	194,995	143,215	128,969
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 194,995	\$ 143,215	\$ 128,969
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 194,995	\$ 143,215	\$ 128,969
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	173,234	130,600	126,362
Contracted & Professional Services	1,500	1,307	-
Supplies & Materials	6,300	4,978	-
Other Operating Costs	13,961	6,330	2,606
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 194,995	\$ 143,215	\$ 128,969
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 194,995	\$ 143,215	\$ 128,969
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Technology-Technology Support Services

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 16,400	\$ 1,200	\$ 9,850
Local Property Tax Rev-Current	3,034,796	1,678,288	1,485,185
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	17	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	14,455	-	13,381
Indirect Cost Rev-Federal Grants	788,965	531,321	470,995
Total Revenues:	\$ 3,854,616	\$ 2,210,826	\$ 1,979,411
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 3,854,616	\$ 2,210,826	\$ 1,979,411
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	1,916,530	1,414,697	1,379,437
Contracted & Professional Services	779,931	442,759	383,199
Supplies & Materials	793,535	411,825	327,139
Other Operating Costs	122,620	65,197	68,840
Debt Services	-	-	-
Capital Outlay	242,000	67,033	-
Total Expenditures & Encumbrances:	\$ 3,854,616	\$ 2,401,511	\$ 2,158,615
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 3,854,616	\$ 2,401,511	\$ 2,158,615
Revenue Over/(Under) Expenditures:	\$ (32,800)	\$ (190,685)	\$ (179,204)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)**GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

School Based Therapy Services

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Customer Fees/Charges	\$ 9,863,987	\$ 7,450,653	\$ 7,194,453
Local Property Tax Rev-Current	1,881,191	605,514	673,208
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
Total Revenues:	\$ 11,745,178	\$ 8,056,167	\$ 7,867,662
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 11,745,178	\$ 8,056,167	\$ 7,867,662
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	11,276,489	7,853,963	7,650,109
Contracted & Professional Services	48,900	20,921	21,471
Supplies & Materials	103,000	51,724	76,701
Other Operating Costs	316,789	129,705	119,381
Debt Services	-	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 11,745,178	\$ 8,056,312	\$ 7,867,662
Other Uses			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 11,745,178	\$ 8,056,312	\$ 7,867,662
Revenue Over/(Under) Expenditures:	\$ -	\$ (146)	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

INTERIM FINANCIAL REPORTS (Unaudited)

GENERAL FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Total General Fund			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
REVENUES & OTHER RESOURCES			
Revenues			
Customer Fees/Charges	\$ 22,882,435	\$ 17,818,037	\$ 16,749,937
Local Property Tax Rev-Current	23,325,040	22,800,092	22,187,054
Local Property Tax Rev-Del, P&I	150,000	81,209	117,924
Investment Earnings	336,000	543,801	259,917
Insurance Recovery	-	101,989	-
FSP-Compensation	340,000	207,534	213,620
TEA-State Health Ins-Employee Portion	650,000	421,356	433,714
Local Grants	-	-	-
Other Local Revenues	100,203	83,084	76,942
Indirect Cost Rev-Local Grants	-	-	727
Indirect Cost Rev-State	25,629	-	32,032
Indirect Cost Rev-Federal Grants	1,550,000	1,132,543	987,092
Total Revenues:	\$ 49,359,307	\$ 43,189,645	\$ 41,058,959
Other Resources			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	2,500,000	-	-
Transfers In-Choice Partners	2,079,220	4,976,732	2,394,050
Total Other Resources:	\$ 4,579,220	\$ 4,976,732	\$ 2,394,050
Total Revenues & Other Resources:	\$ 53,938,527	\$ 48,166,377	\$ 43,453,009
EXPENDITURES & OTHER USES			
Expenditures & Encumbrances			
Payroll Costs	36,031,661	23,920,552	22,808,678
Contracted & Professional Services	5,116,630	3,713,342	2,997,641
Supplies & Materials	2,747,262	1,138,544	1,098,344
Other Operating Costs	6,730,571	4,240,203	3,954,405
Debt Services	-	-	-
Capital Outlay	1,048,523	278,428	680,412
Total Expenditures & Encumbrances:	\$ 51,674,647	\$ 33,291,069	\$ 31,539,481
Other Uses			
Transfers Out-Special Revenue Funds	550,787	550,787	550,787
Transfers Out-Head Start Fund 205	700,886	96,395	539,108
Transfers Out-Debt Service	3,149,497	3,031,021	2,999,125
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	2,000,000	-	-
Total Other Uses:	\$ 6,401,170	\$ 3,678,203	\$ 4,089,020
Total Expenditures & Other Uses:	\$ 58,075,817	\$ 36,969,272	\$ 35,628,501
Revenue Over/(Under) Expenditures:	\$ (4,170,090)	\$ 11,197,105	\$ 7,824,508

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Adult Education Program			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Local Revenues	\$ 1,108	\$ -	\$ -
State Program Revenue	-	-	673,965
Federal Program Revenue	3,842,587	2,659,875	2,215,153
Total Revenues:	\$ 3,843,695	\$ 2,659,875	\$ 2,889,118
Other Resources			
Transfers In	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 3,843,695	\$ 2,659,875	\$ 2,889,118
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	3,209,320	2,744,611	3,085,853
Contracted & Professional Services	331,901	187,973	326,037
Supplies & Materials	202,898	147,632	150,252
Other Operating Costs	76,726	32,508	78,298
Capital Outlay	22,850	-	-
Total Expenditures & Encumbrances:	\$ 3,843,695	\$ 3,112,724	\$ 3,640,440
Other Uses			
Transfers Out	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 3,843,695	\$ 3,112,724	\$ 3,640,440
Revenue Over/(Under) Expenditures:	\$ -	\$ (452,849)	\$ (751,321)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Educator Certification and Professional Advancement

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Local Revenues	\$ -	\$ -	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	20,000	-	-
Total Revenues:	<u>\$ 20,000</u>	<u>\$ -</u>	<u>\$ -</u>
Other Resources			
Transfers In	-	-	-
Total Other Resources:	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenues & Other Resources:	<u>\$ 20,000</u>	<u>\$ -</u>	<u>\$ -</u>
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	20,000	11,500	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	<u>\$ 20,000</u>	<u>\$ 11,500</u>	<u>\$ -</u>
Other Uses			
Transfers Out	-	-	-
Total Other Uses:	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures & Other Uses:	<u>\$ 20,000</u>	<u>\$ 11,500</u>	<u>\$ -</u>
Revenue Over/(Under) Expenditures:	<u>\$ -</u>	<u>\$ (11,500)</u>	<u>\$ -</u>

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Ctr A/S Summ & Exp Learn			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Local Revenues	\$ 880,880	\$ 549,220	\$ 462,529
State Program Revenue	-	-	-
Federal Program Revenue	5,895,209	1,930,676	1,702,253
Total Revenues:	\$ 6,776,089	\$ 2,479,896	\$ 2,164,781
Other Resources			
Transfers In	550,787	550,787	550,787
Total Other Resources:	\$ 550,787	\$ 550,787	\$ 550,787
Total Revenues & Other Resources:	\$ 7,326,876	\$ 3,030,683	\$ 2,715,568
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	1,787,974	1,028,547	1,024,826
Contracted & Professional Services	4,268,864	3,953,902	4,755,928
Supplies & Materials	375,993	109,245	163,450
Other Operating Costs	874,170	570,986	503,004
Capital Outlay	19,875	19,738	-
Total Expenditures & Encumbrances:	\$ 7,326,876	\$ 5,682,418	\$ 6,447,208
Other Uses			
Transfers Out	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 7,326,876	\$ 5,682,418	\$ 6,447,208
Revenue Over/(Under) Expenditures:	\$ -	\$ (2,651,735)	\$ (3,731,640)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Head Start Program			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Local Revenues	\$ 5,502,310	\$ 2,519,468	\$ 2,156,610
State Program Revenue	-	-	-
Federal Program Revenue	20,065,429	10,121,862	9,485,368
Total Revenues:	\$ 25,567,739	\$ 12,641,330	\$ 11,641,977
Other Resources			
Transfers In	700,886	96,395	539,108
Total Other Resources:	\$ 700,886	\$ 96,395	\$ 539,108
Total Revenues & Other Resources:	\$ 26,268,625	\$ 12,737,725	\$ 12,181,085
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	14,382,127	8,164,345	7,390,924
Contracted & Professional Services	3,979,873	2,790,432	4,253,514
Supplies & Materials	1,920,408	1,268,790	1,140,354
Other Operating Costs	5,827,104	2,659,614	2,295,238
Capital Outlay	159,113	118,950	38,645
Total Expenditures & Encumbrances:	\$ 26,268,625	\$ 15,002,130	\$ 15,118,675
Other Uses			
Transfers Out	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 26,268,625	\$ 15,002,130	\$ 15,118,675
Revenue Over/(Under) Expenditures:	\$ 1,053,180	\$ (2,107,059)	\$ (2,868,390)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

The Teaching and Learning Center

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Local Revenues	\$ 6,602	\$ -	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	-	-	2,800
Total Revenues:	\$ 6,602	\$ -	\$ 2,800
Other Resources			
Transfers In	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 6,602	\$ -	\$ 2,800
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	2,800
Supplies & Materials	-	-	-
Other Operating Costs	6,602	1,800	898
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 6,602	\$ 1,800	\$ 3,698
Other Uses			
Transfers Out	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 6,602	\$ 1,800	\$ 3,698
Revenue Over/(Under) Expenditures:	\$ -	\$ (1,800)	\$ (898)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Center for Safe and Secure Schools			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Local Revenues	\$ 49,608	\$ 11,910	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	147,306	25,640	-
Total Revenues:	\$ 196,914	\$ 37,550	\$ -
Other Resources			
Transfers In	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 196,914	\$ 37,550	\$ -
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	95,131	44,943	-
Contracted & Professional Services	39,010	5,600	-
Supplies & Materials	5,500	2,104	-
Other Operating Costs	57,273	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 196,914	\$ 52,647	\$ -
Other Uses			
Transfers Out	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 196,914	\$ 52,647	\$ -
Revenue Over/(Under) Expenditures:	\$ -	\$ (15,097)	\$ -

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)**SPECIAL REVENUE FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

Special Schools - ABS East			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Local Revenues	\$ 9,893	\$ -	\$ 3,000
State Program Revenue	-	-	-
Federal Program Revenue	-	-	-
Total Revenues:	\$ 9,893	\$ -	\$ 3,000
Other Resources			
Transfers In	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 9,893	\$ -	\$ 3,000
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	8,564	3,587	435
Other Operating Costs	1,329	-	-
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 9,893	\$ 3,587	\$ 435
Other Uses			
Transfers Out	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 9,893	\$ 3,587	\$ 435
Revenue Over/(Under) Expenditures:	\$ -	\$ (3,587)	\$ 2,565

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: May 31, 2019

Technology Support Services			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Local Revenues	\$ -	\$ -	\$ -
State Program Revenue	-	-	201,885
Federal Program Revenue	28,972	-	-
Total Revenues:	\$ 28,972	\$ -	\$ 201,885
Other Resources			
Transfers In	-	-	-
Total Other Resources:	\$ -	\$ -	\$ -
Total Revenues & Other Resources:	\$ 28,972	\$ -	\$ 201,885
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	16,655	-	161,321
Contracted & Professional Services	-	-	26,715
Supplies & Materials	5,803	-	-
Other Operating Costs	6,514	-	13,933
Capital Outlay	-	-	-
Total Expenditures & Encumbrances:	\$ 28,972	\$ -	\$ 201,968
Other Uses			
Transfers Out	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 28,972	\$ -	\$ 201,968
Revenue Over/(Under) Expenditures:	\$ -	\$ -	\$ (84)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)**SPECIAL REVENUE FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: May 31, 2019

Total Special Revenue Fund			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<u>REVENUES & OTHER RESOURCES</u>			
Revenues			
Local Revenues	\$ 6,471,901	\$ 3,082,848	\$ 2,622,138
State Program Revenue	-	-	875,849
Federal Program Revenue	30,007,003	14,745,553	13,405,574
Total Revenues:	\$ 36,478,904	\$ 17,828,401	\$ 16,903,561
Other Resources			
Transfers In	1,251,673	647,182	1,089,895
Total Other Resources:	\$ 1,251,673	\$ 647,182	\$ 1,089,895
Total Revenues & Other Resources:	\$ 37,730,577	\$ 18,475,583	\$ 17,993,456
<u>EXPENDITURES & OTHER USES</u>			
Expenditures & Encumbrances			
Payroll Costs	19,496,460	11,982,445	11,662,924
Contracted & Professional Services	8,638,563	6,945,407	9,364,994
Supplies & Materials	2,522,702	1,531,358	1,454,491
Other Operating Costs	6,871,014	3,276,408	2,891,371
Capital Outlay	201,838	138,688	38,645
Total Expenditures & Encumbrances:	\$ 37,730,577	\$ 23,874,306	\$ 25,412,424
Other Uses			
Transfers Out	-	-	-
Total Other Uses:	\$ -	\$ -	\$ -
Total Expenditures & Other Uses:	\$ 37,730,577	\$ 23,874,306	\$ 25,412,424
Revenue Over/(Under) Expenditures:	\$ 1,053,180	\$ (5,241,377)	\$ (7,349,768)

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
REVENUES UPDATE - FY 2019 CUSTOMER FEES/CHARGES
Fiscal year to date: May 31, 2019

Schedule 14

	(a) BUDGET	(b) YTD ACTUAL	% REALIZED (b)/(a)
REVENUES-CUSTOMER FEES & CHARGES			
Educ Cert & Prof Advance	400,735	152,987	38%
Business Support Services	100,000	-	0%
Center for Safe & Secure Schools	229,500	204,681	89%
Ctr A/S Summ & Exp Learn	81,000	55,079	68%
Department-Wide	-	9,297	N/A
Facilities			
Choice Partners Cooperative	-	(5,832)	N/A
Records Management Services	1,751,508	1,114,252	64%
The Teaching and Learning Center			
Bilingual Education	85,000	52,655	62%
Digital Learning	-	-	N/A
Digital Education and Innovation	259,919	143,325	55%
Early Childhood Winter Conference	100,000	87,455	87%
English Language Arts	155,000	166,635	108%
Math	186,150	104,072	56%
Professional Development	39,000	28,752	74%
Science	91,000	48,293	53%
Social Studies	47,900	17,885	37%
Speaker Series	459,000	234,407	51%
Special Education	69,000	40,993	59%
Research & Evaluation Institute	79,500	39,750	50%
Texas Center for Grants Development	1,000	2,070	207%
Scholastic Arts	10,000	29,595	296%
Special Schools & Services			
Academic and Behavior School East	3,464,300	3,228,800	93%
Academic and Behavior School West	2,989,640	2,733,459	91%
Fortis Academy	393,000	84,000	21%
Highpoint East School	2,003,300	1,793,575	90%
Special Schools Administration	6,596	-	0%
Technology			
Technology Support Services	16,400	1,200	7%
School Based Therapy Services	9,863,987	7,450,653	76%
Total Revenues-Customer Fees & Charges:	\$ 22,882,435	\$ 17,818,037	78%

Fee for Service Revenue Growth Ratio

$$\frac{\text{Fee for Service Current Year less Fee for Service Previous Year}}{\text{Fee for Service Previous Year}} = \frac{17,818,037 - 16,749,937}{16,749,937} = 6.38\%$$

Revenue Growth Indicator

$$\frac{\text{Total Fee for Service Revenues (GF)}}{\text{Total Revenues}} = \frac{17,818,037}{80,105,438} = 22.24\%$$

HARRIS COUNTY DEPARTMENT OF EDUCATION
EXPENDITURES BY CLASS OBJECT GROUP - ALL FUNDS
Fiscal year to date: May 31, 2019

Schedule 15

<u>CLASS OBJECT GROUPS</u>	BUDGET	ACTUAL EXPENDITURES PLUS ENCUMBRANCES	VARIANCE	%SPENT
6100-Payroll Costs	\$ 59,528,896	\$ 38,757,004	\$ 20,771,892	65%
6200-Contracted Services	16,082,328	12,526,863	3,555,465	77%
6300-Supplies & Materials	5,867,078	3,024,806	2,842,272	51%
6400-Miscellaneous Operating Costs	15,088,316	8,487,795	6,600,521	56%
6500-Debt Service	3,149,497	3,031,895	117,602	96%
6600-Capital Outlay	13,784,246	1,771,917	12,012,329	12%
8900-Transfers Out	8,480,390	8,655,809	(175,419)	102%
TOTAL EXPENDITURES:	\$ 121,980,751	\$ 76,256,089	\$ 45,724,662	62%

NOTE: A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

HARRIS COUNTY DEPARTMENT OF EDUCATION
INTERIM FINANCIAL REPORTS (Unaudited)
CHART FOR PERFORMANCE MEASUREMENT
Fiscal year to date: May 31, 2019

Schedule 16

<u>BUDGET MANAGER TITLE</u>	<u>Revenues</u>	<u>Tax Subsidy</u>	<u>Expenditure and Encumbran</u>	<u>Includes Tax subsidy Variance</u>	<u>w/o Tax Profit Ratio</u>	<u>Profitability Variance</u>
Educator Certification and Professional Advancement	\$ 152,987	\$ 267,427	\$ 443,681	\$(23,266)	-190%	\$(290,693)
Choice Partners Cooperative	6,521,135	-	1,649,458	4,871,677	75%	4,871,677
Records Management	1,151,396	377,924	1,599,111	(69,791)	-39%	(447,715)
School Based Therapy Services	7,450,653	605,514	8,056,312	(146)	-8%	(605,660)
Schools	7,848,610	1,557,251	9,059,257	346,604	-15%	(1,210,647)

*Note: Effective FY16 Choice Partners is now reported as an Enterprise Fund (711) and is no longer part of General Fund (199).

Regular Board Meeting**6.A.1.****Meeting Date:** June 19, 2019**Title:** Budget Amendment Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Rosa Maria Torres**Personnel:**

Information**Posted Agenda Item:**

Monthly Budget Amendment Report

Subject:

Budget Amendment Report for June 2019

Rationale:

Amendments that increase/decrease a program budget must be approved by the board.

Attachments

Budget Amendment Report

Form Review**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 06/03/2019

Reviewed By

Jesus Amezcua

Date

06/03/2019 11:18 AM

Started On: 05/28/2019 09:12 AM

Amendments that increase/decrease a program budget must be approved by the board.

Budget Rationale		Changes to Revenues	Changes to Appropriations	Change in Impact Fee
GENERAL FUND				
<u>INCREASES</u>				
Increase revenues & expenditures in the General Fund (1999) Budget Manager (922) CASE budget in the amount of \$2,500 to reflect the contribution amount received by CenterPoint for Ecobot.		\$ 2,500	\$ 2,500	
<u>DECREASES</u>				
Total GENERAL FUND:		\$ 2,500	\$ 2,500	
SPECIAL REVENUE FUND				
<u>INCREASES</u>				
Increase revenues & expenditures in the Special Revenue Fund (4989) Budget Manager (901) Head Start budget in the amount of \$7,020 to reflect the <u>new</u> grant amount received by BOK for the SuperMentor program.		\$ 7,020	\$ 7,020	
Increase revenues & expenditures in the Special Revenue Fund (4989) Budget Manager (922) CASE budget in the amount of \$5,000 to reflect the <u>new</u> grant amount received by Brown Foundation for Ecobot.		5,000	5,000	
Increase revenues & expenditures in the Special Revenue Fund (2300) Budget Manager (201) Adult Education budget in the amount of \$3,088,428 to reflect the <u>new</u> grant amount received by HGAC for Adult Education - Federal. Grant period is July 1, 2019 to June 30, 2020.		3,088,428	3,088,428	
Increase revenues & expenditures in the Special Revenue Fund (3810) Budget Manager (201) Adult Education budget in the amount of \$556,979 to reflect the <u>new</u> grant amount received by HGAC for Adult Education - State. Grant period is July 1, 2019 to June 30, 2020.		556,979	556,979	
Increase revenues & expenditures in the Special Revenue Fund (2340) Budget Manager (201) Adult Education budget in the amount of \$443,545 to reflect the <u>new</u> grant amount received by HGAC for Adult Education - El Civic. Grant period is July 1, 2019 to June 30, 2020.		443,545	443,545	

Increase revenues & expenditures in the Special Revenue Fund (2230) Budget Manager (201) Adult Education budget in the amount of \$203,498 to reflect the **new** grant amount received by HGAC for Adult Education - TANF. Grant period is July 1, 2019 to June 30, 2020.

DECREASES

Total SPECIAL REVENUE FUND:	\$	4,304,470	\$	4,304,470
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Note: These are proposed budget amendments and will not be entered into the General Ledger until after Board Approval. /J. Amezcua

HARRIS COUNTY DEPARTMENT OF EDUCATION
FY 2018-19 BUDGET AMENDMENT REPORT - GENERAL FUNDS 100-199
June 2019

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<u>ESTIMATED REVENUES & OTHER RESOURCES</u>					
<u>Revenues</u>					
Local Customer Fees/Charges	\$22,882,435		\$22,882,435		
Local Property Tax Rev-Current	46,420,080		46,420,080		
Local Property Tax Rev-Del, P&I	(22,945,040)		(22,945,040)		
Local Investment Earnings	336,000		336,000		
Local Grants	2,000	2,500	4,500	125.0%	<3>
Local Miscellaneous Revenues	98,203		98,203		
Total Local Revenues:	46,793,678	2,500	46,796,178	0.0%	
State TEA Supplemental Compensation	340,000		340,000		
State TEA Employee Portion Health Insurance	650,000		650,000		
State TRS On Behalf Payments	2,500,000		2,500,000		
State Indirect Cost	25,629		25,629		
Total State Revenues:	3,515,629	-	3,515,629	0.0%	
Federal Grants Indirect Cost	1,550,000	-	1,550,000		
Total Estimated Revenues:	51,859,307	2,500	51,861,807	0.0%	
<u>Other Resources</u>					
Transfers In - Choice Partners	2,079,220	-	2,079,220		
Total Other Resources:	2,079,220	-	2,079,220	0.0%	
Total Estimated Revenues & Other Resources:	53,938,527	\$2,500	\$53,941,027	0.0%	
<u>APPROPRIATIONS & OTHER USES</u>					
<u>Appropriations</u>					
Adult Education Local	\$151,184		\$151,184		
Educator Certification and Professional Advancement	648,292		648,292		
Assistant Superintendent-Academic Support	286,525		286,525		
Assistant Superintendent-Education and Enrichment	287,602		287,602		
Board of Trustees	196,016		196,016		
Business Support Services	1,894,411		1,894,411		
Center for Safe & Secure Schools (CSSS)	605,633		605,633		
Center for Afterschool, Summer and Expanded Learning	673,237	2,500	675,737	0.4%	<3>
Communications	829,855		829,855		
Client Engagement	696,621		696,621		
Department Wide (DW)	6,141,011		6,141,011		
Facilities Support Services					
Construction Services	194,578		194,578		
Local Construction	1,000,000		1,000,000		
Fac-BLDG & Asst Replacement	21,961		21,961		
Records Management Services	1,940,133		1,940,133		
Head Start - Local	5,000		5,000		
Human Resources	1,085,113		1,085,113		

- Continued on next page -

HARRIS COUNTY DEPARTMENT OF EDUCATION
FY 2018-19 BUDGET AMENDMENT REPORT - GENERAL FUNDS 100-199
June 2019

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<u>APPROPRIATIONS & OTHER USES</u>					
<u>Appropriations, Continued</u>					
Purchasing Support Services	692,804		692,804		
Research & Evaluation Institute	634,155		634,155		
Resource Development - Internal Grant Services	599,203		599,203		
Scholastic Arts	142,473		142,473		
School Based Therapy Services	11,745,178		11,745,178		
Special Assistant to Superintendent	286,106		286,106		
Special Schools					
Academic and Behavior School East	4,731,732		4,731,732		
Academic and Behavior School West	3,871,584		3,871,584		
Highpoint East School	3,235,020		3,235,020		
Fortis Academy	1,232,750		1,232,750		
Special Schools Administration	551,887		551,887		
State TEA Employee Portion Health Ins	650,000		650,000		
State TRS On Behalf Matching	2,500,000		2,500,000		
Superintendent's Office	516,203		516,203		
Teaching and Learning Center					
Bilingual Education	135,315		135,315		
Digital Education and Innovation	239,730		239,730		
Division Wide	307,736		307,736		
Early Childhood Winter Conference	138,508		138,508		
English Language Arts	194,865		194,865		
Math	224,042		224,042		
Professional Development	39,000		39,000		
Science	147,575		147,575		
Social Studies	41,666		41,666		
Speaker Series	467,424		467,424		
Special Education	74,502		74,502		
Technology Support Services					
Chief Communication Officer	194,995		194,995		
Technology Support Services	3,881,390		3,881,390		
Total Appropriations:	54,133,015	2,500	54,135,515	0.0%	
<u>Other Uses</u>					
Transfer-DW to CASE After School Fund 288	550,787		550,787		
Transfer-DW to Headstart Fund 205	700,886		700,886		
Transfer-DW to Lease Debt Svc Fund 599	691,129		691,129		
Transfer Out - Capital Project	2,000,000		2,000,000		
Total Other Uses:	3,942,802	-	3,942,802		
Total Appropriations & Other Uses:	58,075,817	2,500	58,078,317	0.0%	
Excess/(Deficiency) Estimated Revenues & Other Resources Over/(Under)					
Appropriations & Other Uses:	(\$4,137,290)	\$0	(\$4,137,290)		

* Refer to the detail fund balance information on the following page.

HARRIS COUNTY DEPARTMENT OF EDUCATION
FY 2018-19 BUDGET AMENDMENT REPORT-GENERAL FUND FUND BALANCE
June 2019 (Unaudited)

TOTAL APPROPRIATIONS FROM FUND BALANCE

	APPROPRIATED FROM VARIOUS CATEGORIES	Previous APPROPRIATED Approved FROM UNASSIGNED	TOTAL APPROPRIATED	Proposed Budget Amendment
<u>Division Distribution</u>				
Assets Replacement Schedule	-	-	0	
Board	2,571	-	2,571	
Bond Payments	-	-	0	
Building and Vehicle Replacement Schedule	-	-	0	
Capital Projects	-	-	0	
Center for Safe & Secure Schools	-	-	0	
Communications	-	-	0	
Department Wide	140,000	-	140,000	
Early Childhood Intervention Funding	-	-	0	
ECI Local	-	-	0	
Employee Courtesy Committee	-	-	0	
External Relations-Local	-	-	0	
Facility Building and Asset Replacement	21,961	-	21,961	
Fortis Academy	3,565	-	3,565	
Head Start	-	-	0	
Highpoint East	17,419	-	17,419	
Local Construction Fund 170	-	-	0	
Insurance Deductibles	-	-	0	
Local Construction	-	-	0	
New Program Initiative	-	-	0	
Preschool Preparedness Initiative Program	-	-	0	
QZAB Project	-	-	0	
Records Management	-	-	0	
Purchasing	-	-	0	
Records Management	-	-	0	
Retirement Leave Fund 199	-	-	0	
Special Schools	-	-	0	
Technology	26,774	-	26,774	
Unemployment Liability	-	-	0	
Various-Assets Replacement Schedule	-	-	0	
Workers Compensation	-	-	0	
Total Fund Balance Appropriations:	\$212,290	-	\$212,290	-

FUND BALANCE RECAP

	SEPTEMBER 1	APPROPRIATED YEAR-TO-DATE	ESTIMATED BALANCE	Proposed Budget Amendment
<u>Nonspendable Fund Balance</u>				
Investment in Inventory, September 1	\$93,431	-	\$93,431	
Prepaid Items	34,606	-	34,606	
Total Nonspendable Fund Balance	128,037	0	128,037	
<u>Committed Fund Balance</u>				
Employee Retirement Leave Fund	500,000	-	500,000	
Unemployment Liability	200,000	-	200,000	
Capital Projects	1,314,976	-	1,314,976	
Total Committed Fund Balance	2,014,976	0	2,014,976	
<u>Assigned Fund Balance</u>				
Assets Replacement Schedule	1,000,000	-	1,000,000	
Building and Vehicle Replacement Schedule	1,000,000	-	1,000,000	
Local Construction	2,500,000	-	2,500,000	
PFC Lease Payment	691,129	-	691,129	
QZAB Bond Payment	2,458,268	-	2,458,268	
New Program Initiative	0	-	0	
Recovery High School	1,000,000	-	1,000,000	
Workforce Development	850,000	-	850,000	
Total Assigned Fund Balance	\$9,499,397	-	\$9,499,397	
Total Unassigned Fund Balance	17,769,755	212,290	17,557,465	
Estimated Total Fund Balance, General Fund:	\$29,412,165	\$212,290	\$29,199,875	-

HARRIS COUNTY DEPARTMENT OF EDUCATION
FY 2018-19 BUDGET AMENDMENT REPORT - FUNDS 200-499
June 2019

	GRANT PERIOD *	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<u>ESTIMATED REVENUES & OTHER RESOURCES</u>						
Revenues						
Local Program Revenues		\$6,471,901	12,020	\$6,483,921		<1,2>
State Program Revenues		0	556,979	556,979		<5>
Federal Program Revenues		30,007,003	3,735,471	33,742,474		<4,6,7>
Total Estimated Revenues:		36,478,904	4,304,470	40,783,374	11.8%	
Other Resources						
Transfer In-CASE After School Program		550,787		550,787		
Transfer In-Head Start		700,886		700,886		
Total Other Resources:		1,251,673	-	1,251,673		
Total Revenues & Other Resources		\$37,730,577	4,304,470	\$42,035,047	11.4%	
<u>APPROPRIATIONS & OTHER USES</u>						
Adult Education Program						
Fed Distance Learning Capacity	12/01/18-06/30/19	161,850		161,850		
Fed TANF	07/01/18-06/30/19	203,498		203,498		
Fed ABE Regular	07/01/18-06/30/19	3,056,337		3,056,337		
Fed ABE EL/Civics	07/01/18-06/30/19	420,902		420,902		
State ABE Regular	07/01/18-06/30/19	-		-		
Local Adult Education	07/01/18-06/30/19	1,108		1,108		
Fed ABE Regular	07/01/19-06/30/20	-	3,088,428	3,088,428		<4>
State ABE Regular	07/01/19-06/30/20	-	556,979	556,979		<5>
Fed ABE EL/Civics	07/01/19-06/30/20	-	443,545	443,545		<6>
Fed TANF	07/01/19-06/30/20	-	203,498	203,498		<7>
Total Adult Education:		3,843,695	4,292,450	8,136,145	111.7%	
Educator Certification and Professional Advancement						
Fed Educators and Families for English Learners	09/01/18-08/31/19	20,000		20,000		
Total Alternative Certification Program:		20,000	-	20,000	0.0%	
The Center for Afterschool, Summer and Expanded Learning (CASE)						
Fed 21 st Century CLC-Cycle IX	08/01/18-07/31/19	1,643,857		1,643,857		
Fed 21 st Century CLC-Cycle X	08/01/18-07/31/19	1,487,784		1,487,784		
Fed/Local After School Partnership	10/01/17-09/30/18	1,010,182		1,010,182		
Fed/Local After School Partnership	10/01/17-09/30/18	2,304,173		2,304,173		
Loc Houston Endowment	07/01/17-12/31/19	-		-		
Loc Houston Endowment	07/01/17-12/31/19	99,000		99,000		
City of Houston City Connections Program	09/07/18-06/30/19	770,000		770,000		
Loc Houston Endowment	09/01/18-08/31/19	11,880	5,000	16,880		<2>
Total CASE:		7,326,876	5,000	7,331,876	0.1%	

- Continued on next page -

HARRIS COUNTY DEPARTMENT OF EDUCATION
FY 2018-19 BUDGET AMENDMENT REPORT - FUNDS 200-499
June 2019

	GRANT PERIOD *	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<u>APPROPRIATIONS & OTHER USES (CONTINUED)</u>						
Center For Safe and Secure Schools						
STOP School Violence	09/01/18-08/31/19	147,306		147,306		
STOP School Violence - In Kind	09/01/18-08/31/19	49,608		49,608		
Total Center for Safe and Secure Schools		196,914	-	49,608	0.0%	
Head Start Program						
Fed Head Start	01/01/18-12/31/18	5,363,542		5,363,542		
Fed Head Start	01/01/19-12/31/19	12,093,681		12,093,681		
Fed Head Start Training Funds	01/01/18-12/31/18	77,855		77,855		
Fed Head Start Training Funds	01/01/19-12/31/19	133,983		133,983		
Fed Early Head Start Operating	09/01/17-08/31/18	910,476		910,476		
Fed Early Head Start Operating	09/01/18-08/31/19	1,954,145		1,954,145		
Fed Early Head Start Training & TA	09/01/17-08/31/18	187,033		187,033		
Fed Early Head Start Training & TA	09/01/18-08/31/19	45,600		45,600		
Loc Early Head Start In-Kind	09/01/18-08/31/19	526,590		526,590		
Loc Head Start In-Kind Matching	01/01/18-12/31/18	1,688,146		1,688,146		
Loc Head Start In-Kind Matching	01/01/19-12/31/19	3,262,826		3,262,826		
Loc Hogg Foundation	07/01/18-06/30/19	5,108		5,108		
Head Start Other Local Grant	09/01/18-08/31/19	19,640	7,020	26,660		<1>
Total Head Start:		26,268,625	7,020	26,275,645	0.0%	
The Teaching and Learning Center						
TCDD Non-Poverty	04/01/19-04/30/19	7,500		7,500		
NSA GenCyber Grant	05/01/19-05/01/20	28,972		28,972		
Kinder Morgan Foundation	09/01/18-08/31/19	23,102		23,102		
Humanities Grant	09/01/18-08/31/19	2,500		2,500		
WATER Project Grant	09/01/18-08/31/19	2,500		2,500		
Total Teaching and Learning Center:		28,102	-	28,102	0.0%	
Academic & Behavior Schools						
Kinder Morgan Foundation	09/01/18-08/31/19	2,500		2,500		
Local Grant - ABS West	09/01/18-08/31/19	2,829		2,829		
Local Grant - ABS East	09/01/18-08/31/19	4,564		4,564		
Total Academic and Behavior Schools:		9,893	-	9,893	0.0%	
Total Appropriations & Other Uses:		\$ 37,694,105	\$ 4,304,470	\$ 41,851,269	11.4%	
Excess/(Def) Estimated Revenues & Other Resources Over/(Under)						
Appropriations & Other Uses:		\$36,472	\$0	\$183,778		

* Grant periods often differ from the HCDE fiscal year (September 1-August 31).

HARRIS COUNTY DEPARTMENT OF EDUCATION
FY 2018-19 BUDGET AMENDMENT REPORT - FUND 599
June 2019

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<u>ESTIMATED REVENUES & OTHER RESOURCES</u>					
Funding Sources					
Transfers In - PFC Lease	2,458,368		2,458,368		
Transfers In - Debt Svc-QZAB	691,129		691,129		
Total Funding Sources:	3,149,497	-	3,149,497	0.0%	
<u>APPROPRIATIONS & OTHER USES</u>					
Bond Principal-Lease	2,200,000		2,200,000		
Principal Maint Tax Note	235,000		235,000		
Principal QZAB	451,429		451,429		
Int Pymt Expense-Lease	258,368		258,368		
Interest Exp-MTN & QZAB	4,700		4,700		
Total Appropriations:	3,149,497	-	3,149,497	0.0%	
Excess/(Def) Estimated Revenues & Other Resources Over/(Under)					
Appropriations & Other Uses:	\$0	\$0	\$0		

HARRIS COUNTY DEPARTMENT OF EDUCATION
FY 2018-19 BUDGET AMENDMENT REPORT - FUNDS 600-699
June 2019

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<u>ESTIMATED REVENUES & OTHER RESOURCES</u>					
Funding Sources					
Issuance of Bonds	-		-		
Transfers In	2,000,000		2,000,000		
Total Funding Sources:	2,000,000	-	2,000,000	0.0%	
<u>APPROPRIATIONS & OTHER USES</u>					
6958 Building Purchase, Construction, Improvements	2,000,000		2,000,000		
6978 Capital Project Fund	10,500,000	-	10,500,000		
Total Appropriations:	12,500,000	-	12,500,000	0.0%	
Excess/(Def) Estimated Revenues & Other Resources Over/(Under)					
Appropriations & Other Uses: *	(\$10,500,000)	\$0	(\$10,500,000)		

* The difference between revenues and appropriations is being funded through the Capital Projects Fund Balance.

HARRIS COUNTY DEPARTMENT OF EDUCATION
FY 2018-19 BUDGET AMENDMENT REPORT - FUNDS 700-799
June 2019

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<u>ESTIMATED REVENUES & OTHER RESOURCES</u>					
Revenues:					
Customer Fees	4,621,364		4,621,364		
Contract Services	-		-		
Other Local Revenues	25,000		25,000		
Interdepartmental Revenues	5,428,496		5,428,496		
Total Estimated Revenues:	10,074,860	-	10,074,860	0.0%	
Other Funding Sources					
Workers Comp Contributions	300,000		300,000		
Total Funding Sources:	300,000	-	300,000	0.0%	
Total Revenues & Funding Sources:	10,374,860	-	10,374,860	0.0%	
<u>APPROPRIATIONS & OTHER USES</u>					
7119 Choice Partners	4,646,364		4,646,364		
7539 ISF-Workers Compensation	450,000	-	450,000		
7999 ISF-Facilities	5,428,496		5,428,496		
Total Appropriations:	10,524,860	-	10,524,860	0.0%	
Excess/(Def) Estimated Revenues & Other Resources Over/(Under)					
Appropriations & Other Uses: *	(\$150,000)	\$0	(\$150,000)		

* The difference between revenues and appropriations is being funded through the Workers Compensation Fund Balance.

Monthly Disbursement Report

HARRIS COUNTY DEPARTMENT OF EDUCATION

<u>Posting Date</u>	<u>Payee/Description</u>	<u>Transaction Amount</u>	<u>Account</u>
5/6/2019	April 2019 TRS TEXNET Payment	\$398,161.66	
5/7/2019	May 2019 TRS Active Care Medical Payment	323,751.00	
5/13/2019	Payroll Deductions for May 15th	41,587.08	
5/13/2019	IRS Tax Payment for May 15th	407,835.62	
5/29/2019	Payroll Deductions for May 31ST	42,665.89	
5/29/2019	IRS Tax Payment for May 31ST	417,449.11	
Total WIRE Transfers:		<u>\$1,631,450.36</u>	

RECAP OF ALL DISBURSEMENTS

	<u>Checks Printed</u>	<u>PCard</u>	<u>WIRES</u>	<u>Total Disbursements</u>
Total General Operating & Payroll Clearing (100-199)	\$ 638,340.27			
Total Special Revenue (200-400)	1,186,426.58			
Total Capital Project (600)	-			
Total Internal Service/Facilities (700)	186,043.42			
Total Fiduciary (800)	210.00			
Total P Card Activity		\$107,601.46		
	<u>\$2,011,020.27</u>	<u>\$107,601.46</u>	<u>\$1,631,450.36</u>	<u>\$3,750,072.09</u>
Credit Card charges paid by check from above (other than P Card)	\$4,037.47			

Harris County Department of Education
Vendors with total aggregate payments of \$50,000 or more in Fiscal Year 2019
as of May 31, 2019

Vendor	Vendor Number	Contract Type	Description	Sum of payment
AAMA, INC.	83547	NOGA	CASE for Kids	\$ 66,483.73
ALDINE INDEPENDENT SCHOOL DISTRICT	10960	Interlocal Agreement	Interlocal Agreement	\$ 93,409.06
ALIEF INDEPENDENT SCHOOL DISTRICT	84484	Interlocal Agreement	Interlocal Agreement	\$ 110,920.65
ANN MARIE HARBOUR	87910	Job # 18/034MRService Agreement	Service Agreement	\$ 53,549.72
BUTLER BUSINESS PRODUCTS	17320	Job # 17/004KH, 17/006KH,14/020	Office Supplies	\$ 239,136.26
CAPSULE TEK LLC	86982	Job # 17/026KH- 09	Contractor Services	\$ 64,378.00
CDW GOVERNMENT INC	18165	Job # 13/068DG- 09	Technology Equipment/Supplie s	\$ 431,609.28
CHILDCARE CAREERS LLC	85300	Job# 13/040KJ	Headstart temporary staffing	\$ 82,794.50
CITY OF HOUSTON HEALTH DEPARTMENT	32920	Lease Agreement	Lease Agreement for Head Start	\$ 86,818.50
CONSTRUCTION MASTERS OF HOUSTON INC	86791	Job # 15/041JN- 04	Fortis Academy exterior	\$ 82,206.11
DATA RECOGNITION CORPORATION	88048	Sole Source	Test booklets	\$ 53,151.31
DESKOT LLC	87246	Job # 16/014YR,Partnership Agreee	Service Agreement	\$ 102,895.00
DURA PIER FACILITIES SERVICES LTD	82491	Job # 15/041JN- 07	Facilities services	\$ 246,342.87
ENGIE RESOURCES INC	87392	Utilities	Service Agreement	\$ 389,418.99
ERC ENVIRONMENTAL & CONST SERV INC	87401	Job # 17/020CG	Service Agreement	\$ 59,120.00
EXECU TEAM STAFFING LP	86181	Job # 17/045KJ	Staffing Service	\$ 97,065.02
EXECUTIVE THREAT SOLUTIONS LLC	85264	Job #12/007LB,Service Agreement	Security service	\$ 153,912.00
FELLOWSHIP OF PURPOSE EARLY CHILDO	87181	Job # 16/014YR,Service Agreement	Service Agreement	\$ 68,650.00
FOSTER FENCE LTD	26235	Job # 18/060JN	Service Agreement	\$ 75,281.67
GALENA PARK ISD	27070	Interlocal Agreement	Interlocal Agreement	\$ 338,762.30
HARRIS COUNTY APPRAISAL DISTRICT	29680	Per Texas Law/Linebarger	Tax appraisal	\$ 170,178.00
HARRIS COUNTY TREASURER	29920	Service Agreement	Security Service	\$ 364,462.00
HDW PRUETT TX LLC	86598	Lease Agreement	Lease Agreement for Head Start	\$ 143,564.13
HIGH POINT SANITARY SOLUTIONS	31325	13/032DG,17/009KH	Sanitation supplies	\$ 86,366.91
HILLCO PARTNERS LLC	87257	Job # 16/020KJ,Service Agreement	Governmental Relations services	\$ 85,050.00
HOUSTON ISD	32530	Interlocal Agreement	Interlocal Agreement	\$ 209,595.35
HT LAND COMPANY	87089	Lease Agreement	Lease Agreement for Head Start	\$ 50,000.00
KAPLAN EARLY LEARNING COMPANY	35683	Job # 18/058KC	Educational supplies	\$ 149,151.19
KARCEWSKI BRADSHAW LLP	87975	Professional Service Contract	Legal Services	\$ 232,363.57
KQC INVESTORS, LLC	83870	Lease Agreement	Lease Agreement for Head Start	\$ 484,537.95
LABATT INSTITUTIONAL SUPPLY COMPANY	86944	Job # 16/029TJ- 03	Meals for Head Start	\$ 316,157.11
MCGRIFF SEIBELS & WILLIAMS OF	39976	Job # 17/002LB	HCDE Insurance	\$ 271,121.61
METROPOLITAN LANDSCAPE MGMT INC	82060	Job # 15/023JN	Landscape service	\$ 124,355.18
METROPOLITAN LIFE INSURANCE COMPANY	82248	Insurance	Payroll deduction	\$ 65,370.65
MILK PRODUCTS LLC	16155	Job # 17/023TJ	Head Start meals	\$ 75,246.55
NEIGHBORHOOD CENTERS INC	43683	Interlocal Agreement	CASE for Kids	\$ 69,543.17
PASADENA ISD	45610	Interlocal Agreement	Interlocal Agreement	\$ 131,706.96
POWERSCHOOL GROUP LLC	87278	Invoice	Sungard Annual maintenance renewal	\$ 74,019.29
PS LIGHTWAVE INC	86862	Job # 15/006MP	Technology Equipment/Supplie s	\$ 80,528.01
PUBLIC AGENCY RETIREMENT SERVICES	60818	Payroll deduction	Payroll deduction	\$ 91,612.80
QSS, L.C	47923	Job # 15/037JN	Security equipment	\$ 345,738.02
SCHOLASTIC INC	51462	Job # 13/062DG	Educational supplies	\$ 104,263.92
SHELDON INDEPENDENT SCHOOL DISTRICT	52120	Interlocal Agreement	Interlocal Agreement	\$ 345,587.24
SOUTHWEST CHARTER SCHOOL	83777	Interlocal Agreement	Interlocal Agreement	\$ 166,278.85
SPRING INDEPENDENT SCHOOL DISTRICT	53950	Interlocal Agreement	Interlocal Agreement	\$ 58,896.84
TEXAS POLITICAL SUBDIVISIONS	58844	Insurance	Liability	\$ 96,642.67
THE STANDARD LIFE INSURANCE	81820	Insurance	Insurance Coverage	\$ 130,829.88
THE TURNING POINT INC	87848	Job # 17/043KJ	Counseling Services	\$ 91,719.06
TOTAL TECHNOLOGIES LLC	82358	Job # 17/026KJ	Technology Equipment/Supplie s	\$ 55,102.29
UNIQUE DIGITAL TECHNOLOGY INC	83410	Job # 17/026KJ	Technology Equipment/Supplie s	\$ 85,516.58
UNUM LIFE INSURANCE CO OF AMERICA	39630	Insurance	Employee's life insurance	\$ 97,729.60
UNUM LIFE INSURANCE CO. OF AMERICA	87696	Insurance	Employee's life insurance	\$ 158,075.70
VERIZON WIRELESS	61927	GSA Contract	Wireless Service	\$ 135,735.15
ZENITH PREMIER INC	87916	Job #15/028LB	Service agreement for Head Start	\$ 116,196.00

HARRIS COUNTY DEPARTMENT OF EDUCATION
Procurement Card Report - April 2019
Description

Beginning	97
New	1
Closed	1
Total:	97

BUDGET MANAGER

Budget
Manager
Codes

Division

201	Adult Education	3
050	Business Support Services	2
925	Communications and Public Information	2
922	Cooperative for Afterschool Enrichment	4
901	Head Start	5
030	Human Resources	2
092	Client Engagement	3
924	Research and Evaluation	1
923	Center for Grants Development	1
014	Educator Certification and Professional Advancement	1
005	Center for Safe and Secure Schools	3
Administration:		
011	Assistant Superintendent - Parker	2
012	Assistant Superintendent- McLeod	2
094	Special Assistant to the Superintendent	1
	Chief of Staff for the Superintendent	1
001	Superintendent	1
	Executive Assistant to Board of Trustees	1
Facilities:		
799	Facility Support Services	21
089	Choice Facility Partners	10
955	Gulf Coast Food Cooperative	1
Instructional Support Services:		
	Teaching and Learning Center Administration	5
304	TLC - Special Populations	1
303	TLC - Science	1
302	TLC - Math	1
307	TLC - English/Language Arts	1
Purchasing Services:		
	Purchasing	1
Schools Division:		
131	AB - East	2
132	AB - West	2
970	Highpoint - East	2
	Fortis Academy	2
111	Special Education Therapy Services	3
501	Special Schools Administration	4
Technology:		
093	Chief Information Officer	3
954	Records Management Services	2
091	Texas Virtual Schools	0
Total:		97

Procurement Card Report (P-Card)
Vendor Payments Over \$2,000
September 1, 2018 to April 30, 2019

*Highlighted items are newly added transactions for the current month

Merchant Name	Transactions	
	Count	Amount
ALONTI CAFÉ & CATERING	84	\$ 20,745.17
BUTLER BUSINESS PRODUCTS	48	\$ 8,963.45
GRAINGER	69	\$ 13,629.47
TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS (TASBO)	59	\$ 17,843.00
AMAZON	235	\$ 21,210.32
EMBASSY SUITES	41	\$ 13,085.53
THE HOME DEPOT	326	\$ 17,849.78
UNITED AIRLINES	53	\$ 15,871.28
WALMART/SAM'S CLUB	605	\$ 64,409.74
COURTYARD BY MARIOTT	39	\$ 18,051.62
DEMERIS BARBECUE	9	\$ 4,010.91
HILTON HOTELS/DOUBLETREE SUITES/HOME2SUITES	50	\$ 14,635.84
HYATT HOTELS	52	\$ 24,838.55
INT*IN TRANSACTIONS (MISC.)	42	\$ 13,258.60
OFFICE DEPOT	89	\$ 8,372.71
PAYPAL TRANSACTIONS (MISC.)	75	\$ 22,822.12
ALICE TRAINING INSTITUTE	3	\$ 2,380.00
ASANA.COM	8	\$ 3,500.74
EIG CONSTANT CONTACT	7	\$ 3,247.81
FUTURE PRO, INC.	1	\$ 2,495.00
JASON'S DELI	50	\$ 10,578.64
JOHNSTONE SUPPLY	23	\$ 3,824.66
PEPBOYS STORES	74	\$ 13,153.20
REGION 4 EDUCATION SERVICE CENTER	31	\$ 4,520.00
TASA AUTHNET	23	\$ 8,550.00
CHICK-FIL-A	28	\$ 3,539.44
LA MADELEINE	16	\$ 4,043.05
STK*SHUTTERSTOCK, INC.	13	\$ 3,808.76
4IMPRINT	2	\$ 6,929.94
ARC SERVICES/TRAINING	13	\$ 5,210.00
IDENTOGO FINGERPRINTING SERVICE	104	\$ 4,925.75
MAACO	3	\$ 4,833.30
MOBILE MUNCHIES	8	\$ 4,252.55
JOHNSON SUPPLY	51	\$ 7,728.01
SOUTHWEST AIRLINES	31	\$ 7,490.82
EAI EDUCATION	4	\$ 2,084.70
HOUSTON HUMAN RESOURCE MANAGEMENT	8	\$ 2,560.00
HUBSPOT, INC.	8	\$ 3,200.00
ISI COMMERCIAL REFRIGERATION, INC.	12	\$ 4,072.19
LUNSFORD DOOR & SERVICE, INC.	2	\$ 3,044.00
99 CENTS ONLY STORES	74	\$ 3,496.36
KROGER	22	\$ 3,078.00
SHERATON HOTELS AND RESORTS	23	\$ 8,505.00
CHEVRON	37	\$ 2,707.79
SQUARE, INC. TRANSACTIONS (MISC.)	20	\$ 2,530.68
UNITED REFRIGERATION	35	\$ 4,740.73

ENTERPRISE RENT-A-CAR	16	\$ 3,873.81
FEDEX OFFICE	8	\$ 2,750.84
ASBO	4	\$ 3,460.00
FASTSIGNS	14	\$ 2,848.37
MARK S. PLUMBING	4	\$ 3,928.45
MOODY GARDENS HOTEL	34	\$ 6,109.93
NATIONAL SCHOOL PUBLIC RELATIONS ASSOCIATION (NSPRA)	6	\$ 5,614.00
HOBBY LOBBY	25	\$ 2,205.14
COMMISSION ON ADULT BASIC (COABC)	7	\$ 2,196.00
HOUSTON PERMITTING CENTER	18	\$ 4,710.81
LOVE AND LOGIC INSTITUTE	1	\$ 2,250.00
CAREER ENTERPRISE HOUSTON (CE HOUSTON)	14	\$ 2,957.50
SHERWIN WILLIAMS	22	\$ 3,790.64
WESTIN HOTELS	9	\$ 3,928.39
AMERICAN MARKETING ASSOCIATION	9	\$ 2,277.00
FREEMAN SAN ANTONIO	4	\$ 2,365.00
NATIONAL ALLIANCE OF BLACK SCHOOL EDUCATORS	4	\$ 2,705.00
NATIONAL COUNCIL FOR BEHAVIORAL HEALTH	1	\$ 2,200.00
NIGP - IWEB (NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING)	2	\$ 2,800.00
THE CROCKETT HOTEL	15	\$ 3,471.67
TRIPLE-S STEEL HOLDINGS	8	\$ 2,018.92
WEB NETWORK SOLUTIONS	15	\$ 2,076.69
WWW.TXPPA.ORG	8	\$ 3,523.00
AMERICAN OCCUPATIONAL THERAPY ASSOCIATION (AOTA)	7	\$ 2,177.78
Total Vendor Charges > \$2,000	2,865	\$ 520,868.15
Total Vendor Charges < \$2,000	1,482	\$ 176,725.15
Total Year-to-Date Vendor Charges	4,347	\$697,593.30

HCDE Procurement Card Report

May Statement

001 - Superintendent's Office

2019-04-05	WAL-MART #4526	64180000	Business meeting refreshments	\$33.21
2019-04-09	TST* DOWN HOUSE	64150000	Business meeting lunch	\$32.14
2019-04-11	AMAZON.COM*MW3422WX2	63990000	General supplies	\$15.18
2019-04-15	GRACES ON KIRBY	64150000	Business meeting lunch	\$48.60
2019-04-23	COMMUNITY IMPACT NEWSP	63290000	Reading materials	\$662.40
2019-04-30	WM SUPERCENTER #4526	64180000	Split - Business meeting refreshments (50%)	\$47.34
2019-04-30	CAPITOL VISITORS PARKI	64130000	Employee travel transportation	\$3.00
2019-05-01	COURTYARD AUSTIN PFLU	64110000	Employee travel lodging	\$151.42
2019-05-02	ALONTI CAFE & CATERING	64150000	Business meeting meals	\$157.40
2019-05-02	HOUSTON CHRONICLE CIRC	63290000	Reading materials	\$51.00

001 - Superintendent's Office \$1,201.69

005 - Center for Safe and Secure Schools

2019-04-13	LOGMEIN*GOTOMEETING	64970000	Subscription fee for CSSS webinar account.	\$36.00
2019-04-16	HOBBY-LOBBY #0126	63990000	Supplies for Restorative workshop.	\$66.23
2019-04-16	OFFICE DEPOT #416	63960000	Copies for Cullen Middle School project.	\$3.36
2019-04-17	OFFICE DEPOT #20	63990000	Ink for Grant office.	\$100.99
2019-04-20	NATL CNCL COMM BHVRL H	64140000	Mental Health workshop in Washington DC	\$2,200.00
2019-04-20	UNITED 01624493464381	64130000	Hotel expense for Washington trip.	\$562.60
2019-04-22	FEDEXOFFICE 00021113	63990000	Supplies for Restorative workshop.	\$119.97
2019-04-22	WM SUPERCENTER #3640	64180000	Refreshments for Restorative workshop.	\$34.22
2019-04-23	ALONTI CAFE & CATERING	64150000	Lunch for Restorative workshop.	\$261.93
2019-04-24	ALONTI CAFE & CATERING	64150000	Lunch for Restorative workshop.	\$194.00
2019-04-25	HOLIDAY INN PLAZA	64110000	Hotel reservation for Beaumont audits.	\$281.22
2019-05-01	ALONTI CAFE & CATERING	64150000	Lunch expense for Grant timeline meeting.	\$77.38
2019-05-03	HILTON GARDEN INN	64110000	Hotel room reservation for San Marcos trip.	\$115.54

005 - Center for Safe and Secure Schools \$4,053.44

010 - Board of Trustees

2019-04-11	CTYCLK P RECORDS	64990000	Notice of public meeting	\$9.00
2019-04-17	ALONTI CAFE & CATERING	64150000	Catering for monthly board meeting	\$336.03
2019-04-30	WM SUPERCENTER #4526	64180000	Split - Business meeting refreshments (50%)	\$47.34

010 - Board of Trustees \$392.37

HCDE Procurement Card Report - May Statement

012 - Assistant Superintendent-McLeod

2019-04-10	TAYLOR & FRANCIS BOOKS	63290000	READING MATERIALS FOR E&E CABINET	\$299.96
2019-04-15	ALONTI CAFE & CATERING	64150000	E&E Cabinet Meeting	\$94.55
2019-04-23	ALONTI CAFE & CATERING	64150000	Budget Business Meeting	\$51.48
2019-04-26	TAYLOR & FRANCIS BOOKS	63290000	SALES TAX CREDIT	(\$22.86)
2019-04-29	AMAZON.COM*MZ5TI48W2	63290000	Reading Material	\$492.90
2019-04-30	AMZN MKTP US*MZ88Z96S2	63990000	Supplies	\$194.84
2019-04-30	AMERICAN EDUCATIONAL R	64970000	Membership Fee for K McLeod	\$215.00
2019-05-01	AMZN MKTP US*MZ3G30RU1	63990000	Supplies	\$22.83
2019-05-03	SPRING CREEK ATASCOCIT	64150000	Collaborative Lunch Meeting with Humble ISD	<u>\$34.96</u>

012 - Assistant Superintendent-McLeod \$1,383.66

014 - Alternative Teacher Certification

2019-04-06	JASON'S DELI TNY #	64150000	business meeting meals - ECA - L. Zatopek	\$82.50
2019-04-13	CHICK-FIL-A #02820	64150000	business meeting meals - ECA - L. Zatopek	\$628.80
2019-04-17	AMZN MKTP US*MZ8O561K1	63910000	reading material - ECA - L. Zatopek	\$21.98
2019-04-18	PAYPAL *TACA	64970000	membership dues & licensing - ECA - L. Zatopek	\$150.00
2019-04-18	HOUSTON EAST END C OF	64940000	workshop reg & fee - ECA - L. Zatopek	\$75.00
2019-04-27	JASON'S DELI TNY 028	64150000	business meeting meals - ECA - L. Zatopek	\$191.03
2019-05-04	TORCHYS TACOS HOUSTON	64150000	business meeting meals - ECA - L. Zatopek	\$225.00
2019-05-04	JASON'S DELI HUM 045	64180000	refreshments meetings - ECA - L. Zatopek	<u>\$98.96</u>

014 - Alternative Teacher Certification \$1,473.27

030 - Human Resources

2019-04-05	TXDPS CRIME RECS	62990000	Name-based criminal background check	\$3.32
2019-04-05	TXDPS CRIME RECS	62990000	Name-based criminal background check	\$3.32
2019-04-08	ZIPRECRUITER, INC.	64960000	Advertisement - Nutrition Svcs Manager Head Start	\$340.05
2019-04-08	USPS PO 4801740017	64980000	Certified Mail to employee(s)	\$6.85
2019-04-12	TXDPS CRIME RECS	62990000	Name-based criminal background check	\$3.32
2019-04-15	USPS PO 4801740017	64980000	Certified mail to employee(s)	\$7.90
2019-04-15	IDENTOGO - TX FINGERPR	62990000	Applicant fingerprints	\$49.25
2019-04-18	IDENTOGO - TX FINGERPR	62990000	Applicant fingerprints	\$49.25
2019-04-22	TXDPS CRIME RECS	62990000	Name-based criminal background check	\$3.32
2019-04-25	USPS PO 4801740017	64980000	Certified mail to employee(s)	\$13.70
2019-05-02	INDEED	64960000	Advertisement for Nutrition Svcs Manager Head Start	\$90.30
2019-05-02	TXDPS CRIME RECS	62990000	Name-based criminal background check	\$3.32
2019-05-03	USPS PO 4801740017	64980000	Certified mail to employee(s)	<u>\$28.20</u>

030 - Human Resources \$602.10

HCDE Procurement Card Report - May Statement**050 - Business Support Services**

2019-04-10	WAL-MART #5287	63990000	SuperMentor supplies	\$52.92
2019-04-10	PAPPAS BAR-B-Q #061Q80	64180000	Refreshments for Budget Hearings	\$33.40
2019-04-11	LA MADELEINE SAWYER HE	64150000	Business meeting meals	\$158.50
2019-04-25	SPRING DONUT SHOP	64180000	Refreshments for City of Houston training	\$29.00
2019-04-25	BEST BUY 00010728	63990000	Laptop Charger	\$166.98
2019-04-30	APL* ITUNES.COM/BILL	64990000	Show Me - App fees	\$15.14
2019-05-03	APL* ITUNES.COM/BILL	64990000	Refund for taxes charged for app in previous month	<u>(\$1.15)</u>
050 - Business Support Services				\$454.79

HCDE Procurement Card Report - May Statement**083 - Facilities Support Services**

2019-04-03	GRAINGER	63150000	Refund for building supplies and materials	(\$7.84)
2019-04-04	SAMSClub.COM	63990000	Supplies for the kitchen at 6300 Irvington	\$104.92
2019-04-04	THE HOME DEPOT #6985	63190000	Credit for item returned	(\$70.60)
2019-04-04	STOKES HARDWARE AND SU	63150000	Building supplies and materials for Irvington	\$7.51
2019-04-05	PEPBOYS STORE 239	63170000	Vehicle parts - unit 27	\$206.43

2019-04-05	LOWES #01145*	63190000	Maintenance supplies - Facilities	\$106.06
2019-04-05	UNITED REFRIG BR #83	63190000	Maintenance supplies - Facilities	\$27.96
2019-04-05	THE HOME DEPOT 6806	63190000	Maintenance supplies - Facilities	\$229.97
2019-04-08	SAMSCLUB #8245	63990000	Misc kitchen supplies for the conference rooms	\$46.72
2019-04-08	ADI-HU	63190000	Maintenance supplies - Facilities	\$42.05
2019-04-08	ONE STOP MUFFLER SHOP	62470000	State Inspection - Unit 25	\$25.50
2019-04-09	PEPBOYS STORE 239	63170000	Vehicle parts - unit 27	\$189.55
2019-04-09	UNITED REFRIG BR #83	63150000	Building supplies and materials for Irvington	\$138.00
2019-04-09	GRAINGER	63150000	Building supplies and materials for Irvington	\$17.70
2019-04-09	GRAINGER	63150000	Building supplies and materials for Irvington	\$271.44
2019-04-09	FERGUSON ENT #192	63150000	Return for items for Records	(\$159.25)
2019-04-09	CE HOUSTON	63150000	Building supplies - NPO	\$1,375.80
2019-04-09	SHERWIN WILLIAMS 70745	63190000	Maintenance supplies - Facilities	\$1,550.00
2019-04-09	CE HOUSTON	63150000	Building supplies - NPO/Westview	\$2,285.80
2019-04-09	CE HOUSTON	63150000	Credit for item returned	(\$2,248.00)
2019-04-09	APD - 10-HOU	63150000	Building supplies - NPO	\$14.12
2019-04-09	UNITED REFRIG BR #83	63150000	Building Supplies - NPO	\$248.00
2019-04-09	EXXONMOBIL 47938733	63110000	Fuel for #8 - Facilities	\$55.01
2019-04-09	PEPBOYS STORE 239	63170000	Vehicle parts - Unit 20	\$227.73
2019-04-10	THE HOME DEPOT 6510	63190000	Split -Maintenance supplies - Facilities (83.35%)	\$69.97
2019-04-10	THE HOME DEPOT #6510	63190000	Maintenance supplies - Facilities	\$13.98
2019-04-10	H.L. FLAKE COMPANY	63150000	Building supplies - 6300 Irvington	\$73.85
2019-04-10	PRIORITY TOWING	62990000	Vehicle towing - unit 39	\$125.00
2019-04-10	THE HOME DEPOT #0577	63150000	Building supplies - Irvington	\$44.94
2019-04-10	SUMMIT ELECTRIC SUPPLY	63150000	Building supplies - Irvington	\$171.66
2019-04-10	LOWES #01145*	63190000	Return items	(\$31.96)
2019-04-10	AMZN MKTP US*MZ53M9FB1	63190000	Maintenance supplies - Facilities	\$199.00
2019-04-10	AMZN MKTP US*MW8BF6U52	63190000	Maintenance supplies - Facilities	\$29.99
2019-04-11	HARRIS COUNTY TX - SCA	62470000	State Registration - Unit 25	\$8.25
2019-04-11	HARRIS COUNTY TX - SCA	62470000	State Registration - unit # 25 (Conv. Fee)	\$0.18
2019-04-11	THE HOME DEPOT #0577	63150000	Building supplies and materials for Irvington	\$188.32
2019-04-11	CITY SUPPLY COMPANY, I	63150000	Building supplies - NPO/Westview	\$36.36
2019-04-11	GRAINGER	63150000	Building supplies - 6300 Irvington	\$96.86
2019-04-11	AMZN MKTP US*MZ3XO1L41	63190000	Maintenance supplies - Facilities	\$33.85
2019-04-11	GRAINGER	63150000	Building supplies and materials for Irvington	\$125.76
2019-04-12	GRAINGER	63150000	Return Bldg supplies and materials for 6300	(\$125.76)
2019-04-12	GRAINGER	63150000	Building supplies and materials for Irvington	\$118.56

Report date: 6/5/2019

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HCDE Procurement Card Report - May Statement

083 - Facilities Support Services

2019-04-12	GRAINGER	63150000	Building supplies and materials for Irvington	\$333.24
2019-04-12	THE HOME DEPOT #6985	63150000	Building supplies - NPO	\$117.89
2019-04-12	AMZN MKTP US*MZ3Y94FD0	63180000	Custodial supplies for the NPO Building	\$77.28
2019-04-12	PPG PAINTS 9608	63150000	Building supplies - 6300 Irvington	\$335.09

2019-04-12	AMZN MKTP US*MZ7492ZA1	63990000	Office supplies - Facilities	\$119.90
2019-04-12	AMAZON.COM*MZ0O99Z81	63990000	First aide kits for the NPO Building	\$26.94
2019-04-14	SHERWIN WILLIAMS 70745	63150000	Building supplies - 6300 Irvington	\$47.22
2019-04-15	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$165.02
2019-04-15	PPG PAINTS 9608	63150000	Building supplies - 6300 Irvington	\$111.75
2019-04-15	GRAINGER	63150000	Building supplies and materials for Irvington	\$453.59
2019-04-16	THE HOME DEPOT #0577	63150000	Building supplies and materials for Irvington	\$33.36
2019-04-16	SHELL OIL 57543451108	63110000	Fuel for unit 32	\$21.34
2019-04-16	SAFETYSIGN.COM	63190000	Maintenance supplies - Facilities	\$216.55
2019-04-16	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$42.81
2019-04-16	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$23.44
2019-04-16	PEPBOYS STORE 239	63190000	Maintenance supplies - Facilities	\$59.88
2019-04-16	AMZN MKTP US*MZ0PL03V0	63190000	Maintenance supplies - Facilities	\$809.00
2019-04-17	THE HOME DEPOT 577	63150000	Return AC unit - Adult ED	(\$798.00)
2019-04-17	PEPBOYS STORE 239	62470000	Vehicle supplies for inspection - Facilities	\$257.82
2019-04-17	AMZN MKTP US*MZ3BO5NE2	63990000	Office supplies - Facilities	\$17.99
2019-04-17	THE HOME DEPOT 577	63150000	Building supplies - Adult Ed	\$798.00
2019-04-17	GRAINGER	63150000	Return Bldg supplies and materials for 6300	(\$67.80)
2019-04-17	AMZN MKTP US*MZ5UK5ZZ2	63990000	Office supplies - Facilities	\$11.99
2019-04-18	THE HOME DEPOT 6985	63150000	Building supplies - NPO/Westview	\$338.00
2019-04-18	JOHNSTONE SUPPLY OF HO	63190000	Maintenance supplies - Facilities	\$1,314.31
2019-04-18	GRAINGER	63150000	Building supplies and materials for Irvington	\$78.69
2019-04-21	AMZN MKTP US	63180000	REfund for order that was never delivered	(\$77.28)
2019-04-22	LOWES #00681*	63150000	Building supplies - Westview/NPO	\$6.98
2019-04-23	BUTLER BUSINESS PRODUC	63990000	Misc supplies for the Facilities Division	\$205.98
2019-04-23	PEPBOYS STORE 239	63170000	Vehicle parts for units 21,22,38	\$209.39
2019-04-23	ACME ARCHITECTURAL HAR	63150000	Building supplies and materials for Irvington	\$221.50
2019-04-23	UNITED REFRIG BR #83	63190000	Building supplies -NPO	\$466.56
2019-04-23	JOHNSON SUPPLY N SHE	63150000	Building supplies and materials for Irvington	\$102.24
2019-04-23	THE HOME DEPOT #6985	63150000	Building supplies - NPO/ Westview	\$19.94
2019-04-23	THE HOME DEPOT #0566	63190000	Split - Maintenace supplies - Facilities (18.87%)	\$5.97
2019-04-24	JOHNSTONE SUPPLY OF HO	63190000	Credit for item returned on same day purchase	(\$73.69)
2019-04-24	JOHNSTONE SUPPLY OF HO	63190000	Maintenance supplies - Facilities	\$11.05
2019-04-24	TASBO	64970000	Membership renewal for TASBO	\$135.00
2019-04-25	STOKES HARDWARE AND SU	63150000	Building supplies and materials for Irvington	\$31.13

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083 - Facilities Support Services

2019-04-25	AMZN MKTP US*MZ63D2H90	63180000	Custodial supplies for the NPO Building	\$21.12
2019-04-26	PENSKE TRK LSG 626510	62660000	Truck Rental - Ecobot/CASE Event	\$580.08

2019-04-26	TASBO	64970000	Membership dues for TASBO	\$135.00
2019-04-26	AMZN MKTP US*MZ0IN1SD1	63990000	Misc office supplies for the North Post Oak Bldg	\$39.99
2019-04-29	SAMSClub.COM	63990000	Misc supplies for the conference rooms	\$158.88
2019-04-29	EXXONMOBIL 47938733	63110000	Gas/Fuel for #8 - Facilities	\$60.10
2019-04-29	CE HOUSTON	63150000	Building supplies - NPO/Westview	\$169.40
2019-04-29	HAYES TRUCK GROUP	63170000	Vehicle parts - unit 16	\$95.78
2019-04-30	H.L. FLAKE COMPANY	63190000	Maintenance supplies - Facilities	\$111.00
2019-04-30	PEPBOYS STORE 239	63170000	Vehicle parts - unit 26	\$285.65
2019-04-30	ACE MART RESTAURANT SU	63990000	Misc supplies for the kitchen at 6300	\$286.98
2019-05-01	AMZN MKTP US*MZ6VE3IN1	63990000	Misc office supply for the facilities division	\$142.12
2019-05-01	STARTEX LINEN CO INC	63150000	Tablecloths for Conference Center	\$569.36
2019-05-01	H.L. FLAKE COMPANY	63190000	Maintenance supplies - Facilities	\$87.00
2019-05-01	TEX DEPT LICEN N REG	64970000	Licensing renewal - Facilities	\$20.00
2019-05-01	610571-ABBA TRAINING	63190000	Maintenance supplies - Facilities	\$29.95
2019-05-01	AMAZON.COM*MZ9N26D12	63990000	Misc supplies for 6300	\$271.63
2019-05-02	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$49.42
2019-05-02	THE HOME DEPOT 577	63190000	Maintenance supplies - Facilities	\$798.00
2019-05-02	ONE STOP MUFFLER SHOP	62470000	State Inspection - Unit 26	\$25.50
2019-05-03	AMZN MKTP US*MZ87Q17C2	63990000	Misc conference supplies for 6300	\$237.93
2019-05-03	AMAZON.COM*MZ7I24YM1	63990000	Conference room supplies for NPO	\$218.94
2019-05-03	THE HOME DEPOT #0577	63150000	Building supplies and materials for 6300	\$179.82
2019-05-03	STOKES HARDWARE AND SU	63150000	Building supplies and materials for 6300	\$53.51
2019-05-03	LOWES #01145*	63190000	Maintenance supplies - Facilities	\$51.86
2019-05-05	AMZN MKTP US*MZ3NR0UO2	63190000	Maintenance Supplies - Facilities	\$71.90
083 - Facilities Support Services				\$16,824.38

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084 - Facilities Operations

2019-04-03	GRAINGER	63150000	Return on item for Highpoint East	(\$11.54)
2019-04-08	ACE ELECTRONICS	63150000	Building supplies - ABS West	\$19.95
2019-04-10	THE HOME DEPOT 6510	63150000	Split - Building supplies - Fortis (16.65%)	\$13.98

2019-04-10	THE HOME DEPOT #6828	63150000
2019-04-10	THE HOME DEPOT #6510	63150000
2019-04-10	AMZN MKTP US*MW2UR4YLO	63150000
2019-04-11	CITY SUPPLY COMPANY, I	63150000
2019-04-12	THE HOME DEPOT #6558	63150000
2019-04-15	JOHNSON SUPPLY N SHE	63150000
2019-04-15	APD - 10-HOU	63150000
2019-04-16	SHERWIN WILLIAMS 70705	63150000
2019-04-18	GRAINGER	63150000
2019-04-18	DECKER EQUIPMENT	63150000
2019-04-23	THE HOME DEPOT #6558	63150000
2019-04-23	THE HOME DEPOT #0566	63150000
2019-04-24	TRIPLES STEEL HOLDIN	63150000
2019-04-25	THE HOME DEPOT #0577	63150000
2019-04-25	THE HOME DEPOT #6558	63150000
2019-04-25	THE HOME DEPOT #0566	63150000
2019-04-25	THE HOME DEPOT 566	63150000
2019-04-25	THE HOME DEPOT 566	63150000
2019-04-29	HOUSTON PERMITTING CTR	64920000
2019-04-30	THE HOME DEPOT #6558	63150000
2019-04-30	H.L. FLAKE COMPANY	63150000
2019-04-30	THE HOME DEPOT #0569	63150000
2019-05-01	THE HOME DEPOT #0569	63150000
2019-05-01	THE HOME DEPOT #6509	63150000
2019-05-01	SUMMIT ELECTRIC SUPPLY	63150000
2019-05-01	THE HOME DEPOT #0569	63150000
2019-05-02	THE HOME DEPOT 6558	63150000

building supplies - Fortis	\$2.19
Building supplies - ABS West	\$19.92
Building supplies - Science Lab	\$14.99
Building supplies - Highpoint East	\$51.27
Building supplies - ABS West	\$33.93
Building supplies - Highpoint East	\$80.60
Building supplies - ABS East	\$24.18
Building supplies - Highpoint East (Middle school)	\$271.70
Building supplies - Fortis	\$92.28
Building supplies - ABS East	\$150.64
Building supplies - ABS West	\$48.81
Split - Building supplies - ABS West (81.13%)	\$25.66
Building supplies - Highpoint East	\$134.20
Building supplies - ABS East	\$119.00
Building supplies - ABS West	\$38.82
Credit for return for building supplies	(\$41.44)
building supplies - ABS West	\$91.19
Building supplies - ABS West	\$99.41
Building Permits needed for Fire Inspection	\$910.61
Building supplies - ABS West	\$42.94
Building supplies - ABS West	\$121.71
Building supplies - Highpoint East	\$69.00
Building supplies - Highpoint East	\$14.50
Building supplies - ABS East	\$14.23
Building supplies - Highpoint East	\$140.19
building supplies - Highpoint East	\$112.48
Building supplies - ABS West	\$99.24

084 - Facilities Operations \$2,804.64

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089 - Choice Facility Partners

2019-04-11	BUTLER BUSINESS PRODUC	63990000	General office supplies/Choice Partners	\$105.09
2019-04-13	HUBSPOT INC.	64990000	Subscription for CRM usage-Choice Partners	\$400.00
2019-04-16	NIGP - IWEB	62650000	Final Deposit for booth at NIGP	\$1,350.00

2019-04-18	DOUBLETREE AUSTIN	64110000	Hotel for CAMO vendor fair	\$218.80
2019-04-22	BUC-EE'S #26	64130000	JWachs rent car for N TX mbr training	\$9.90
2019-04-22	HAMPTON INN & SUITES F	64110000	JWachs hotel for CP N TX Mbr Training	\$105.96
2019-04-23	TEXAS ASSN SCHOOL BOAR	62650000	Deposit for TASB event	\$750.00
2019-04-23	WAL-MART #0940	64990000	Training aides for CP N TX Mbr Training	\$11.92
2019-04-24	EMBASSY SUITES DALLAS	64110000	JWachs hotel for CP N TX Mbr Training	\$201.71
2019-04-24	TEXAS MUNICIPAL LEAGUE	62650000	Booth for TML	\$1,400.00
2019-04-24	CHEVRON 0210274	64130000	Fuel for rent car for CP N TX Mbr Training	\$36.23
2019-04-25	ENTERPRISE RENT-A-CAR	64130000	Rent car for CP staff for N TX Mbr Training	\$477.87
2019-05-01	PAYPAL *NAEPTOAL	62650000	Booth payment for TOAL - Little Rock	\$1,200.00
2019-05-02	ENTERPRISE CAR TOLLS	64130000	JWachs rental car tolls-CP N TX Mbr training	<u>\$41.02</u>
089 - Choice Facility Partners				\$6,308.50

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089 - Choice Partners

2019-04-06	FREEMAN SAN ANTONIO	62660000	Exhibit booth for TLA Conference Exhibit	\$1,155.00
2019-04-09	SOUTHWES 5262462340875	64130000	Airfare to Texas Tech SBE - SKendrick	\$379.50
2019-04-09	SOUTHWES 5262462372660	64130000	TTU Small Business Expo 2019	\$379.50
2019-04-11	CHICK-FIL-A #02918	64150000	Breakfast for evaluation committee for 19-025KD	\$46.85

2019-04-15	ZACHRY PUBLICATIONS	62650000	Exhibitor Booth- 97th Annual CJAC Conference	\$700.00
2019-04-16	AMAZON.COM*MZ9G22JL0	63990000	Conference Travel Bags-Marketing Mat'l & Equipment	\$135.96
2019-04-17	HYATT PLACE AUSTIN DWT	64110000	Hotel for TLA conference	\$643.52
2019-04-18	HYATT PLACE AUSTIN DWT	64110000	Lodging for TLA 2019	\$965.28
2019-04-22	HAMPTON INN & SUITES F	64110000	CP ESC Reg 11 (DFW) Mbr Training/Vendor Showcase	\$91.85
2019-04-22	HAMPTON INN & SUITES F	64110000	Hotel for Fort Rgn 11 Member Training - SKendrick	\$110.37
2019-04-22	HAMPTON INN & SUITES F	64110000	Lodging for Reg 11 Training	\$102.41
2019-04-24	EMBASSY SUITES DALLAS	64110000	Hotel for N. Texas Member Training - SKendrick	\$201.71
2019-04-24	EMBASSY SUITES DALLAS	64110000	Lodging for Addison Training	\$210.04
2019-04-24	MCALISTERS 1437 MM	64150000	Lunch for attendees of Reg 11 Training	\$478.93
2019-04-24	EMBASSY SUITES DALLAS	64110000	CP Addison (DFW) Mbr Training/Vendor Showcase	\$157.49
2019-04-24	RADISSON HOTEL DALLAS	64110000	Reimbursement-Changed hotel	(\$142.16)
2019-04-24	JASON'S DELI ADD #	64150000	Food for Addison Member Training	\$737.88
2019-04-25	EMBASSY SUITES DALLAS	64110000	Reimburse for wrong charge	(\$18.40)
2019-04-25	PAYPAL *STASMO	62650000	Exhibitor Booth - 2019 STASMO Conference	\$499.00
2019-04-25	EMBASSY SUITES DALLAS	64110000	Hotel charged wrong card	\$18.40
2019-04-25	EMBASSY SUITES DALLAS	64110000	Hotel charged wrong card	\$18.40
2019-04-25	EMBASSY SUITES DALLAS	64110000	Reimburse for wrong charge	(\$18.40)
2019-04-26	EMBASSY SUITES DALLAS	64110000	Hotel charged wrong account	\$18.40
2019-04-29	97199 - HOUSTON CITY C	64130000	Parking for PBK Meeting - SKendrick	\$4.00
2019-04-30	EMBASSY SUITES DALLAS	64110000	Reimburse for wrong charge	(\$18.40)
2019-05-02	SUPERIOR EXPOSITION SE	62660000	Booth Equipment Rental-2019 N & E Conference	\$239.50
2019-05-03	EMBASSY SUITES DALLAS	64110000	Reimburse for wrong amount charged to hotel stay.	<u>(\$18.40)</u>
089 - Choice Partners				\$7,078.23

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090 - Technology Support Services

2019-04-04	AVANGATE.COM	63970000	Credit for taxes for a software purchase	(\$4.95)
2019-04-05	SHERATON	64110000	Lodging for T. Henderson 2019 for TSUN Conf.	\$530.01
2019-04-05	SHERATON	64110000	Lodging for D. Goza 2019 for TSUN Conf.	\$530.01
2019-04-05	SHERATON	64110000	Lodging for S. Ali 2019 for TSUN	\$530.01

2019-04-05	AMZN MKTP US*MW8GR1S02	63990000	Conf.	
2019-04-05	AMZN MKTP US*MW1IS5S32	63990000	Supplies	\$69.96
2019-04-07	AMZN MKTP US*MW91W5990	63990000	Supplies	\$112.58
2019-04-08	BUTLER BUSINESS PRODUC	63990000	Supplies	\$79.50
2019-04-08	AMAZON.COM*MW99E3YK1	63990000	Supplies	\$120.99
2019-04-09	AMZN MKTP US*MZ3LX9OO1	63990000	Supplies	\$27.97
2019-04-09	WEB*NETWORKSOLUTIONS	62450000	Supplies	\$67.67
2019-04-10	BUTLER BUSINESS PRODUC	63990000	Domain renewal for Efhc.org	\$31.98
2019-04-11	SHERATON	64110000	Supply Item - Help Desk	\$294.00
			Travel Lodging - MGarcia - 2019	\$502.68
			TSUN Conference	
2019-04-12	ADORAMA INC	63990000	Supply Item - JSalinas	\$28.07
2019-04-16	AMAZON.COM*MZ09Y6EH1	63990000	Supply Item - HelpDesk	\$93.00
2019-04-26	DELTA 00621701553406	64130000	Fee for Flight Change for T. Henderson	\$100.00
2019-04-29	CDW GOVT #SBT9065	63970001	Software Renewal - HelpDesk	\$169.00
2019-04-30	CDW GOVT #SCF1346	63990000	Supply Item - Help Desk	\$71.58
090 - Technology Support Services				\$3,354.06

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092 - Marketing Services

2019-04-09	AMERICAN MARKETING ASS	64970000	Memberships-Client Engagement Division	\$1,020.00
2019-04-10	NSPRA	64970000	Membership NSPRA: Stephanie De Los Santos	\$285.00
2019-04-13	NSPRA	64140000	NSPRA classes: Stephanie and Janet Wachs	\$698.00
2019-04-16	SOUTHWES 5269836750885	64130000	Southwest Airlines for Janet Wachs-Washington DC	\$25.00
2019-04-16	SOUTHWES 5269836750884	64130000	Southwest Airlines: S.De Los	\$25.00

2019-04-16	SOUTHWES	5269836750882	64130000	Santos-Washington DC	
2019-04-16	SOUTHWES	5269836750883	64130000	Southwest Airlines: S.De Los Santos-Washington DC	\$25.00
2019-04-16	SOUTHWES	5262465366250	64130000	Southwest Airlines for Janet Wachs-Washington DC	\$25.00
2019-04-16	SOUTHWES	5262465366249	64130000	Southwest Airlines for Janet Wachs-Washington DC	\$373.96
2019-04-23	TEXAS ASSN SCHOOL BOAR	62650000		Southwest Airlines: S.De Los Santos-Washington DC	\$373.96
2019-04-25	APPLE STORE #R164	63990000		Exhibit TASA/TASB Sept.20-22, 2019, Booth 954	\$750.00
2019-04-26	FACEBK *4P42XJJS32	64990000		Office supplies purchased-Client Engagement Divs	\$241.70
2019-04-27	FACEBK *7Z43DKET32	64990000		Facebook Ad for HCDE	\$25.00
2019-04-28	FACEBK *XK9G5KES32	64990000		Facebook Ad for HCDE	\$25.00
2019-04-29	FACEBK *3B9A7KJT32	64990000		Facebook Ad for HCDE	\$25.00
2019-04-30	FACEBK *LB5A8KJT32	64990000		Facebook Ad for HCDE	\$35.00
2019-05-02	FACEBK *2UQFZJNS32	64990000		Facebook Ad for HCDE	\$50.00
2019-05-03	AMERICAN MARKETING ASS	64940000		Facebook Ad for HCDE	\$75.00
2019-05-03	FACEBK *5TEHZJNS32	64990000		JWachs, NCovanes AMA monthly mtg registration	\$74.00
2019-05-05	FACEBK *XFVKZJNS32	64990000		Facebook Ad for HCDE	\$75.00
				Facebook Ad for HCDE	\$125.00
093 - Chief Information Officer				092 - Marketing Services	\$4,351.62
2019-04-11	HOUSTON CHRONICLE CIRC	63290000		Newspaper Subscription for D. Clark	\$16.00
2019-04-29	PRSA	64970000		Membership renewal for D. Clark.	\$315.00
094 - External Relations				093 - Chief Information Officer	\$331.00
2019-04-04	BG HOLDCO PARKING	64170000		Local daily mileage	\$30.00
2019-04-25	HOUSTON CHRONICLE CIRC	63290000		Reading materials	\$14.00
098 - Department Wide				094 - External Relations	\$44.00
2019-04-16	TEXAS SECRETARY OF STA	64990000		Miscellaneous operating charges	\$5.14
				098 - Department Wide	\$5.14

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111 - Therapy Services

2019-04-06	SHERATON NEW ORLEANS	64110000	Split - A.Collins & H.Shafer AOTA Conf. Lodging (83.34%)	\$258.84
2019-04-06	SHERATON NEW ORLEANS	64130000	Split - A.Collins AOTA Conference Parking (16.66%)	\$51.73
2019-04-08	SHERATON NEW ORLEANS	64110000	Split - A.Collins & H.Shafer AOTA Conf. Lodging (83.34%)	\$517.68
2019-04-08	SHERATON NEW ORLEANS	64130000	Split - A.Collins AOTA Conference Parking (16.66%)	\$103.46
2019-04-23	BUTLER BUSINESS PRODUC	63990000	Office Supplies	\$106.02

2019-04-25	BUTLER BUSINESS PRODUC	63990000	Office Supplies	\$9.85
2019-04-30	ARNE'S	64990000	End of Year Luncheon	\$74.54
2019-05-01	MICHAELS STORES 2719	64990000	End of Year Luncheon	<u>\$16.59</u>
131 - ABC East			111 - Therapy Services	\$1,138.71
2019-04-09	SHIPLEY DONUT SHOP	64180000	Refreshment-Testing Meeting	\$45.90
2019-04-09	WM SUPERCENTER #1137	63990000	General Supplies & Mat.Headphones for testing	\$297.60
2019-04-09	SAMSClub #8281	63410000	Caf. Purchase-Food items-students-state testing	\$143.36
2019-04-10	WAL-MART #2724	63990000	Credit-General Supplies & Material-Headphones	(\$297.60)
2019-04-10	SAMS CLUB #8281	63410000	Food Caf.-Breakfast items for state testing	\$142.74
2019-04-10	DOMINO'S PIZZA 6652	64150000	Lunch during State Testing	\$190.22
2019-04-10	USPS PO 4868450501	64980000	Postage-Restraint reports mailing to parents	\$29.55
2019-04-16	SAMS CLUB #8281	63980000	Classroom Food-Items for Domestic Skills Class	\$231.74
2019-04-16	WM SUPERCENTER #1137	63980000	Food Campus Classroom-Domestic Skills Class	\$114.52
2019-04-17	WM SUPERCENTER #194	64990000	Split - Misc Op. Ex. Items for room 218 (39.55%)	\$33.88
2019-04-17	WM SUPERCENTER #194	63980000	Split - Classroom-Items for Domestic Skills Class (60.45%)	\$51.79
2019-04-26	USPS PO 4813740039	64980000	Postage expenses for ABSE	\$42.00
2019-04-27	USPS PO 4806000521	64980000	Postage-Restraint reports to parents	\$21.00
2019-04-29	GAYLORD TEXAN FRONT DE	64110000	Lodging-G. Sanders-Chess Tournament	\$514.15
2019-04-29	GAYLORD TEXAN FRONT DE	64110000	Lodging-J. Hudon-Chess Tournament	\$468.69
2019-04-29	USPS PO 4813740039	64980000	Postage expenses for ABSE	\$21.00
2019-04-29	GAYLORD TEXAN FRONT DE	64110000	Lodging-M. Carley-Chess Tournament	\$395.62
2019-04-30	USPS PO 4801240047	64980000	Postage expenses for ABSE	\$14.00
2019-04-30	H-E-B #540	63410000	Food Caf.-Merit students lunch items	\$63.65
2019-04-30	DOMINO'S PIZZA 6652	63410000	Food Caf.-Lunch for merit students @ ABS-East	\$152.85
2019-05-01	USPS PO 4801240047	64980000	Postage expenses for ABSE	\$21.00
2019-05-02	USPS PO 4801240047	64980000	Postage expenses for ABSE	\$56.00
2019-05-03	USPS PO 4801240047	64980000	Postage expenses for ABSE	\$42.00
2019-05-05	WAL-MART #0194	63980000	Classroom Food-Items for Domestic Skills Classroom	<u>\$27.62</u>
131 - ABC East				\$2,823.28

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132 - ABC West

2019-04-08	OFFICE DEPOT #2195	63990000	General Supplies and materials for the staff	\$53.94
2019-04-08	OFFICE DEPOT #2195	63990000	General Supplies & Materials for the staff	\$45.57
2019-04-10	USPS PO 4803790066	64980000	Certified Mail for the Parents	\$14.90
2019-04-11	USPS PO 4803790066	64980000	Certified Mail for the Parents	\$7.45
2019-04-12	LIBERTY OFFICE PROD	63990000	General Supplies & Materials for the staff	\$283.13

2019-04-12	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$9.15
2019-04-15	OFFICE DEPOT #2195	63990000	General Supplies	\$35.58
2019-04-15	WAL-MART #3584	63990000	General Supplies	\$72.24
2019-04-15	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$7.45
2019-04-15	SAMS CLUB #4769	64990000	Boys Town Trading Store/ Rewards for students	\$171.94
2019-04-15	WM SUPERCENTER #3584	63990000	General Supplies	\$34.46
2019-04-15	SAMSCLUB #4769	63990000	General Supplies	\$150.33
2019-04-16	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$22.35
2019-04-17	CHEVRON 0307457	63110000	ABS West Van Fill up	\$81.03
2019-04-17	WAL-MART #2066	64990000	Boys Town Trading Store / rewards for students	\$44.22
2019-04-17	WAL-MART #2066	64990000	Boys Town Trading Store / rewards for students	\$94.04
2019-04-17	LIBERTY OFFICE PROD	63910000	Instructional Materials for Students	\$71.76
2019-04-17	LIBERTY OFFICE PROD	63990000	General Supplies for the Staff	\$181.47
2019-04-18	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$7.45
2019-04-22	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$7.45
2019-04-23	SAMS CLUB #4769	64990000	Boys Town Trading Store / rewards for students	\$35.84
2019-04-23	WM SUPERCENTER #3584	64990000	Boys Town Trading Store / rewards for students	\$37.82
2019-04-23	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$14.90
2019-04-24	REGION 4 EDUCATION SER	64940000	Region 4 Training for Mr. Rowe	\$225.00
2019-04-24	99 CENTS ONLY STORES 2	63980000	Food for Classroom	\$6.00
2019-04-24	SAMSCLUB #4769	63990000	General Supplies	\$101.76
2019-04-24	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$6.85
2019-04-25	WAL-MART #3584	64990000	Boys Town Trading Store / rewards for students	\$70.59
2019-04-25	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$6.85
2019-04-25	WM SUPERCENTER #3584	63990000	General Supplies	\$201.72
2019-04-30	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$6.85
2019-05-01	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$13.70
2019-05-01	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	\$6.85
2019-05-01	SAMSCLUB #4769	64990000	Boys Town Trading Store / rewards for students	\$143.28

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132 - ABC West

2019-05-01	SAMSCLUB #4769	64160000	Cinco de Mayo Recognition for students	\$333.88
2019-05-01	SAMSCLUB #4769	64990000	Boys Town Trading Store / rewards for students	\$229.24
2019-05-01	SAMS CLUB #4769	63980000	Food for Classroom	\$87.76
2019-05-01	SHELL OIL 57542994504	63110000	ABS West Bus Fill Up	\$100.00
2019-05-02	WM SUPERCENTER #3584	63990000	General Supplies	\$49.54

2019-05-02	USPS PO 4803790066	64980000	Postage Certified Mail for the Parents	<u>\$13.70</u>
190 - Technology Cloud Project			132 - ABC West	\$3,088.04
2019-04-08	NATIONAL ALLIANCE OF B	64970000	Membership Life Frances Hester	\$900.00
2019-04-10	NATIONAL ALLIANCE OF B	64970000	Life membership Colina Poullard	\$900.00
2019-04-12	LA MADELEINE SAWYER HE	64150000	Business Meeting Cybersecurity committee	\$182.00
2019-04-30	J HARDING & CO	64990000	T-Shirts TLC Retreat	<u>\$184.50</u>
201 - Adult Education			190 - Technology Cloud Project	\$2,166.50
2019-04-09	AMAZON PRIME	64970000	Refund - Charge Error	(\$12.99)
2019-04-10	HAMPTON INN AND SUITES	64110000	Lodg. for B. Medina to attend the CASAS Training	\$122.04
2019-04-11	HAMPTON INN AND SUITES	64110000	Lodg. for D. Johnson to attend the CASAS Training	\$366.12
2019-04-13	COURTYARD AUSTIN-UNIVE	64110000	Lodg. - D. Johnson to attend the Standards Trainin	\$149.39
2019-04-15	WALGREENS #2844	63990021	Purchase for Departmental Sympathy Card	\$10.37
2019-04-15	LOWES #00681*	63910000	Materials for the Pipefitting & Welding Class	\$312.34
2019-04-16	PAYPAL *CARRIESTOKE	64140021	Reg. fee - to attend the GED Scholarship Fund	\$55.00
2019-04-20	TALKTOTHMGR	63970000	Software purchase for the classroom	\$69.00
2019-04-21	SCRIBBLAR.COM	63970000	Software purchase for the classroom	\$69.00
2019-04-24	AMZN MKTP US*MZ2PY6G22	63990021	General supplies for the classrooms	\$89.52
2019-04-25	SHERATON	64110000	Lodg. for S. Ross to attend TWC Workforce Forum	\$688.02
2019-04-25	BC.BASECAMP 3 3967430	63970000	Software purchase for the classroom	<u>\$96.34</u>
302 - ISS-Math			201 - Adult Education	\$2,014.15
2019-04-17	SOLUTION TREE INC	64140000	Registration for Mathematics at Work Workshop	\$669.00
2019-04-23	WESTIN GALLERIA DALLAS	64110000	Hotel Stay for Mathematics at Work Workshop	<u>\$478.00</u>
			302 - ISS-Math	\$1,147.00

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303 - ISS-Science

2019-04-08	WM SUPERCENTER #744	64990000	Misc. supplies GEMS ws at Channelview ISD	\$24.08
2019-04-09	AMZN MKTP US*MZ3EX9O71	63990000	Office supplies for science lab	\$83.51
2019-04-12	HYATT REGENCY ST.LOUIS	64110000	Hotel Stay for National Science Teachers Assoc.	<u>\$420.42</u>
			303 - ISS-Science	\$528.01

304 - ISS-Bilingual

2019-04-09	ALONTI CAFE & CATERING	64150000
2019-04-10	WM SUPERCENTER #1103	64180000
2019-04-16	AMAZON.COM*MZ2700310	63990000

Meal provided for TLC Workshop.	\$541.69
Refreshments for TLC Workshop.	\$25.58
Easel Pads for TLC workshops.	<u>\$61.60</u>

304 - ISS-Bilingual	\$628.87
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307 - ISS-English Language Arts

2019-04-07	AMZN MKTP US*MW2UM79H0	63990000
2019-04-08	KINDLE SVCS*MW5P169B0	63290000
2019-04-10	BLUE WILLOW BOOKSHOP H	63910000
2019-04-10	BLUE WILLOW BOOKSHOP H	63910000
2019-04-11	BUTLER BUSINESS PRODUC	63990000
2019-04-11	ADVANCED GRAPHICS	63990000
2019-04-23	WM SUPERCENTER #522	64180000
2019-04-25	BUTLER BUSINESS PRODUC	63990000
2019-04-27	JASON'S DELI TNY 028	64150000
2019-04-28	KINDLE SVCS*MZ10B0HZ2	63290000
2019-05-02	AMZN MKTP US*MZ25A3UK0	63990000
2019-05-02	AMZN MKTP US*MZ09T6W31	63990000
2019-05-02	AMZN MKTP US*MZ1FZ9WD1	63990000

Supplies for TLC Director.	\$19.17
The Naturals reading material for ELA TLC Director	\$7.99
Books for TLC ELA workshop.	\$464.60
Instructional Materials for ELA TLC workshop.	\$509.40
Supplies for ELA workshop.	\$154.45
Poster Size Paper for Posters.	\$314.84
Refreshments for ELA TLC workshops.	\$190.06
Toner for TLC printer.	\$411.95
Lunch provided for Social Studies workshop.	\$255.00
All In: The Naturals #3 book for TLC Director.	\$9.99
Cardstock/pencils for TLC workshops	\$128.87
Toner Cartridge Set for TLC Printer.	\$419.90
Filing Tabs for ELA workshops.	<u>\$31.70</u>

307 - ISS-English Language Arts	\$2,917.92
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308 - ISS-Social Studies

2019-04-25	ALONTI CAFE & CATERING	64150000
2019-04-26	NATIONAL COUNCIL FOR T	64970000

Lunch provided to Social Studies Leadership Team.	\$629.70
Social Studies Nat'l Council Membership Renewal.	<u>\$228.00</u>

308 - ISS-Social Studies	\$857.70
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HCDE Procurement Card Report - May Statement**312 - Scholastic Arts Program**

2019-04-12	UNITED 01624481999582	64130000
2019-04-12	UNITED 01624481999593	64130000
2019-04-12	SOUTHWES 5262463581908	64130000
2019-04-17	UNITED 01624481999582	64130000

Personal Airline Tickets--Credit to follow.	\$102.60
Personal Airline tickets--Credit to follow.	\$102.60
Airline Tickets to New York	\$389.50
CREDIT Airline Tickets purchased accidentally.	<u>(\$102.60)</u>

2019-04-17	UNITED	01624481999593	64130000
2019-04-21	SMK*SURVEYMONKEY.COM		64990000

CREDIT -- Airline Tickets purchased accidentally.	(\$102.60)
SurveyMonkey Subscription Renewal	<u>\$384.00</u>

313 - ISS-Special Education

2019-04-05	ALONTI CAFE & CATERING	64150000
2019-04-08	OFFICE DEPOT #2809	63960000
2019-04-10	JASON'S DELI TNY #	64150000
2019-04-15	AMAZON.COM*MZ4HG5NU0	63290000
2019-04-15	AMAZON.COM*MZ7R59O12	63290000
2019-04-16	AMZN MKTP US*MZ32204C2	63290000
2019-04-18	AMAZON.COM*MZ7LP0382	63290000
2019-05-03	AMAZON.COM*MZ6VL9K12	63290000

312 - Scholastic Arts Program \$773.50

Lunch provided for TLC Workshop.	\$126.19
Copies for Autism Summit.	\$81.60
Meals provided for TLC Workshop.	\$305.00
Reading Material for TLC Director	\$25.49
Reading Materials for TLC Director.	\$169.14
Reading Material for TLC Director	\$16.69
Reading Material for TLC Director.	\$89.17
Reading Material for TLC Director.	<u>\$15.63</u>

313 - ISS-Special Education \$828.91

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314 - ISS-Speaker Series

2019-04-05	TASA AUTHNET	64970000
2019-04-11	BUTLER BUSINESS PRODUC	63990000
2019-04-11	AMAZON.COM*MW4HH0RZ2	63290000
2019-04-12	DROPBOX*89Q1TCC1ZYCD	64990000
2019-04-12	AMZN MKTP US*MW4V95Y32	63990000
2019-04-14	AMZN MKTP US*MZ3K27C82	63990000

TASA Membership Renewal 2018 - 2019	\$455.00
Purchase of Toner and Supplies	\$157.12
Reading Materials for TLC Director	\$44.93
Additional memory in Dropbox.	\$105.53
Tape for Label Maker Machine	\$15.37
Office Supplies for Workshop Boxes	\$202.04

2019-04-16	BUTLER BUSINESS PRODUC	63990000	Easel Pad for TLC workshops.	\$150.44
2019-04-18	AMAZON.COM*MZ04Y1NS2	63290000	Reading Materials for TLC Director	\$52.31
2019-04-18	AMAZON.COM*MZ6WI1EI0	63290000	Reading Materials for TLC Director	\$7.99
2019-04-22	AMZN MKTP US*MZ4EQ60Z2	63290000	Reading Materials for TLC Director	\$15.13
2019-04-24	AMZN MKTP US*MZ9RB1HG0	63290000	Reading Materials for TLC Director	\$10.82
2019-04-25	AMZN MKTP US*MZ1Q29XJ2	63990000	Office Supplies for Workshop	\$82.07
2019-04-26	AMAZON.COM*MZ0VB6DT1	63910000	Boxes	
2019-04-27	THE CONTAINER STORE	63990000	Instructional Materials for	\$230.48
2019-04-29	AMAZON.COM*MZ4FK7882	63910000	Workshop	
2019-05-03	WM SUPERCENTER #5959	64150000	Supply Boxes for Workshop	\$49.15
			Books for Workshop.	\$34.89
			Food for Cullen Middle School	\$69.53
			Kids	
2019-05-03	DOMINO'S 8048	64150000	Pizza for Cullen Middle School	\$37.71
			Kids	
2019-05-03	AMZN MKTP US*MZ0X34Y21	63990000	Shipping Labels for Workshop	\$34.98
			Boxes	
2019-05-03	AMZN MKTP US*MZ8CT3YJ1	63990000	Computer Monitor Stand Riser	\$55.98
			314 - ISS-Speaker Series	\$1,811.47
501 - Special Schools				
2019-04-18	WALLER COUNTY LINE BBQ	64150000	Expenses for Business Meeting-	\$56.26
			UHD-Mays	
2019-04-24	TEXAS ASSOCIATION FOR	64970000	Expenses for TAAE Membership-	\$300.00
			Schools	
2019-04-26	UBER TRIP	64170000	Transport Staff from Texas	\$15.43
			Children's to ABSE	
2019-05-01	CHICK-FIL-A #02820	64150000	Expenses for Business Meeting-	\$23.56
			Prairie View-Mays	
2019-05-01	INT*IN *COLOR ONE SYST	63960000	Expenses for Teacher of the Year	\$180.00
			Event	
2019-05-01	INT*IN *COLOR ONE SYST	63960000	Expenses for Teacher of the Year	\$48.00
			Event	
2019-05-03	PLAQUEMAKER	64950000	Expenses for Teacher/Ed Aide of	\$46.60
			the Year	
			501 - Special Schools	\$669.85

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800 - Fortis Academy

2019-04-05	RAISING CANE'S #341	63410000	Fees for Student's Lunches	\$47.26
2019-04-06	RAISING CANE'S #341	63410000	Credit for taxes refunded from	(\$4.06)
			47.26 receipt	
2019-04-08	PAYPAL *UNLIMITEDVI	64990004	Fees for: Students Field Trip	\$56.66
2019-04-09	PIZZA HUT 032248	63410000	Fees for: student's lunches	\$23.97
2019-04-09	ALDI 78073	63910000	Culinary Arts Class Instructional	\$54.48
			Supplies	
2019-04-10	ACE MART SPRING 330	63910000	Fees for: Culinary Arts	\$71.97

2019-04-12	SAMS CLUB #8245	63410000	Instructional Supplies	
2019-04-15	THE MASTER TEACHER	64950000	Fees for: Student's Lunches	\$15.60
			Split - Fees for: Student's Awards (87.99%)	\$113.80
2019-04-15	THE MASTER TEACHER	64990000	Split - Fees for: Shipping Cost (12.01%)	\$15.53
2019-04-18	WHATABURGER 723 Q26	63410000	Fees for: Student's Lunches	\$52.14
2019-04-24	POPEYES # 11105	63410000	Fees for: Student's Lunches	\$49.23
2019-04-25	POPEYES # 11105	63410000	taxes refunded from receipt 49.23	(\$3.78)
2019-04-25	SUBWAY 00023879	63410000	Fees for Student's Lunches	\$21.66
2019-04-26	CHEVRON 0373680	63110000	Fees for: Fortis Van Fuel	\$30.20
2019-04-30	SUBWAY 00023879	63110000	Fees for: Student's Lunches	\$23.56
2019-05-01	INT*IN *COLOR ONE SYST	64990000	Fees for: Graduation Invitations & Envelopes	\$160.00
2019-05-01	CHICK-FIL-A #03787	63410000	Fees for: Student's Lunches	\$39.54
2019-05-02	PIZZA HUT 032248	63410000	Refund from previous receipt due to taxes	(\$16.64)
2019-05-02	PIZZA HUT 032248	63410000	Fees for: Student's Lunches	\$16.64
2019-05-02	PIZZA HUT 032248	63410000	Student's Lunches	\$19.18
			800 - Fortis Academy	\$786.94

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901 - Head Start

2019-04-04	THE HOME DEPOT #0569	63190000	Maintenance supplies - Sheffield HS	\$7.86
2019-04-05	EXXONMOBIL 48007108	63110000	Gas for Head Start Van	\$43.45
2019-04-05	SAMSCLUB #4769	64180000	Refreshments for Childcare April's PC Meeting (47.17%)	\$35.64
2019-04-05	SAMSCLUB #4769	64180000	Refreshments for Childcare April's PC Meeting (5.24%)	\$3.96
2019-04-05	SAMSCLUB #4769	64990000	Supplies for April's Policy Council Meeting (42.83%)	\$32.36
2019-04-05	SAMSCLUB #4769	64990000	Supplies for April's Policy Council	\$3.59

2019-04-06	COURTYARD EL PASO EAST	64110000	Meeting (4.75%)	
			THSA TX United Planning	\$132.69
2019-04-08	HOMEDEPOT.COM	64990000	Committee Meeting	
			Supplies for the Baytown HS/EHS	\$29.40
2019-04-08	HOMEDEPOT.COM	64990000	Move (55.51%)	
			Supplies for the Baytown HS/EHS	\$23.57
2019-04-08	THE HOME DEPOT #0577	64990000	Move (44.49%)	
			Supplies for the Baytown HS/EHS	\$121.37
2019-04-08	THE HOME DEPOT #0577	64990000	Move (55.51%)	
			Supplies for the Baytown HS/EHS	\$97.28
2019-04-08	IDENTOGO	62990000	Move (44.49%)	
			Fingerprints for Lacresha N. Farley	\$40.75
2019-04-09	THE HOME DEPOT #0569	63190000		
			Maintenance supplies - Tidwell HS	\$27.94
2019-04-09	SUNOCO 0131997900 QPS	63110000		
			Gas for Head Start Van	\$43.17
2019-04-10	THE HOME DEPOT #6806	63190000		
			Maintenance supplies - Tidwell	\$19.86
2019-04-10	SAMSClub.COM	63910000		
			To purchase diapers and wipes to	\$458.74
			comply with EHS (60%)	
2019-04-10	SAMSClub.COM	63910000		
			To purchase diapers and wipes to	\$305.82
			comply with EHS (40%)	
2019-04-11	JOHNSON SUPPLY PASADEN	63190000		
			Maintenance supplies - Baytown	\$80.33
			EHS	
2019-04-11	BUC-EE'S #34	63110000		
			Gas for Head Start Van	\$44.37
2019-04-11	UCONN MARKETPLACE	62210000		
			FDC Credentialing Testing for the	\$600.00
			FSPs	
2019-04-12	IDENTOGO - TX FINGERPR	62990000		
			Fingerprints for Twana M. Jackson	\$40.75
2019-04-12	JOHNSTONE SUPPLY OF HO	63190000		
			Maintenance supplies - Baytown	\$10.76
			EHS	
2019-04-15	LOVES TRAVEL S00004192	63110000		
			Gas for Head Start Van	\$39.91
2019-04-16	THE HOME DEPOT #6560	63190000		
			Maintenance supplies - LaPorte	\$24.59
2019-04-16	SHELL OIL 57544852403	63110000		
			Gas for Head Start Van	\$32.57
2019-04-16	UNITED REFRIG BR #83	63190000		
			Split - Maintenance Supplies -	\$72.97
			Channelview (50%)	
2019-04-16	UNITED REFRIG BR #83	63190000		
			Split - Maintenance Supplies -	\$72.97
			Sheffield (50%)	
2019-04-18	EXXONMOBIL 47943436	63110000		
			To fill up EHS car to transport	\$32.14
			food.	
2019-04-18	BUC-EE'S #34	63110000		
			Gas for Head Start Van	\$42.15
2019-04-22	SOUTHWES 5262467294231	64130000		
			Airfare change for Melissa Wilder	\$167.02
			Chicago Trip	
2019-04-22	SAMSClub.COM	63910000		
			To purchase diapers and wipes to	\$384.37
			comply with (60%)	
2019-04-22	SAMSClub.COM	63910000		
			To purchase diapers and wipes to	\$256.25
			comply with (40%)	
2019-04-23	MURPHY7529ATWALMART	63110000		
			Gas for Head Start Van	\$38.38

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901 - Head Start

2019-04-24	GUARDIAN REPAIR & PART	63190000	Maintenance supplies - Baytown	\$45.00
			HS	
2019-04-24	JOHNSON SUPPLY PASADEN	63190000	Maintenance - LaPorte	\$23.77
2019-04-24	CITY SUPPLY COMPANY, I	63190000	Maintenance supplies - Sheffield	\$39.35
			HS	
2019-04-24	LOWES #01145*	63190000	Maintenance supplies - Sheffield	\$33.94
			H.S.	
2019-04-25	SOUTHWES 5262469151593	64130000	Airfare for G.Rahman	\$401.96

2019-04-25	ARNE'S	64990000	Psychological First Aid confe	
2019-04-25	ARNE'S	64990000	Cinco de Mayo Staff Social Event	\$139.71
			Community Partnerships supplies	\$78.85
			HS (90%)	
2019-04-25	ARNE'S	64990000	Community Partnerships supplies	\$8.76
			EHS (10%)	
2019-04-25	LAS DELICIAS MEXICANAS	64990000	Cinco de Mayo Social supplies	\$53.29
2019-04-25	WAL-MART #1137	63110000	Gas for Head Start Van	\$39.24
2019-04-25	HYATT REGENCY CHICAGO	64110000	Room for M. Wilder NCNC	\$282.00
			Conference (44.73%)	
2019-04-25	HYATT REGENCY CHICAGO	64110000	Room for M. Wilder NCNC	\$348.39
			Conference (55.27%)	
2019-04-25	SOUTHWES 5262469151591	64130000	Airfare for P. Jones-Lee	\$401.96
			Psychological First Aid	
2019-04-25	SOUTHWES 5262469151592	64130000	Change of earlier flight	\$23.00
2019-04-26	SAMS CLUB #8281	64990000	Supplies for the Baytown HS/EHS	\$27.16
			Move (55.51%)	
2019-04-26	SAMS CLUB #8281	64990000	Supplies for the Baytown HS/EHS	\$21.76
			Move (44.49%)	
2019-04-26	THE HOME DEPOT #6507	63190000	Maintenance supplies -Baytown	\$49.75
2019-04-27	SAMSCLUB.COM	63910000	To purchase special wipes for a	\$19.96
			child in Kool Kids	
2019-04-27	PANERA BREAD #204100	64180000	HS Leadership Training Series,	\$361.34
			Session #6	
2019-04-28	SQU*SQ *TOWNCAR SERVIC	64130000	2019 NHSA Annual Conf. VP's -	\$21.56
			airport to hotel (90%)	
2019-04-28	SQU*SQ *TOWNCAR SERVIC	64130000	2019 NHSA Annual Conf. VP's -	\$2.40
			airport to hotel (10%)	
2019-04-29	THE HOME DEPOT #6507	63190000	Maintenance supplies - Baytown	\$107.08
			EHS	
2019-04-29	THE CROCKETT HOTEL	64190004	Room for L. Simmons Policy	\$282.00
			Council Parent NHSA Con	
			(48.64%)	
2019-04-29	THE CROCKETT HOTEL	64110000	Room for L. Simmons Policy	\$297.75
			Council Parent NHSA Con	
			(51.36%)	
2019-04-29	THE CROCKETT HOTEL	64110000	2019 NHSA Annual Conf. YH &	\$282.00
			EF's - hotel stay (45.49%)	
2019-04-29	THE CROCKETT HOTEL	64110000	2019 NHSA Annual Conf. YH &	\$337.95
			EF's - hotel stay (54.51%)	
2019-04-29	THE HOME DEPOT #0577	64990000	Supplies for the Baytown HS/EHS	\$121.37
			Move (55.51%)	
2019-04-29	THE HOME DEPOT #0577	64990000	Supplies for the Baytown HS/EHS	\$97.28
			Move (44.49%)	
2019-04-29	HOMEDEPOT.COM	64990000	Supplies for the Baytown HS/EHS	\$29.40
			Move (55.5%)	
2019-04-29	HOMEDEPOT.COM	64990000	Supplies for the Baytown HS/EHS	\$23.57
			Move (44.5%)	

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901 - Head Start

2019-04-29	THE CROCKETT HOTEL	64130000	2019 NHSA Annual Conf. group	\$56.83
			hotel parking (62.5%)	
2019-04-29	THE CROCKETT HOTEL	64190006	2019 NHSA Annual Conf. group	\$34.10
			hotel parking (37.5%)	
2019-04-29	THE CROCKETT HOTEL	64190004	2019 NHSA Annual Conf. JA &	\$282.00
			DL's - hotel stay (45.49%)	
2019-04-29	THE CROCKETT HOTEL	64110000	2019 NHSA Annual Conf. JA &	\$337.95

2019-04-29	THE CROCKETT HOTEL	64110000	DL's - hotel stay (54.51%)	
2019-04-29	THE CROCKETT HOTEL	64110000	2019 NHSA Annual Conf. VP's - hotel stay (17.98%)	\$169.20
2019-04-29	THE CROCKETT HOTEL	64110000	2019 NHSA Annual Conf. VP's - hotel stay (2%)	\$18.80
2019-04-29	THE CROCKETT HOTEL	64110000	2019 NHSA Annual Conf. OR's - hotel stay (19.98%)	\$188.00
2019-04-29	THE CROCKETT HOTEL	64110000	2019 NHSA Annual Conf. VP & OR's - hotel stay (47.17%)	\$443.90
2019-04-29	THE CROCKETT HOTEL	64130000	2019 NHSA Annual Conf. OR's - hotel parking (12.88%)	\$121.24
2019-04-29	THE CROCKETT HOTEL	64110000	2019 NHSA Annual Conf. DJ's - hotel stay (45.49%)	\$282.00
2019-04-29	THE CROCKETT HOTEL	64110000	2019 NHSA Annual Conf. DJ's - hotel stay (54.51%)	\$337.95
2019-04-30	CHEVRON 0379065	63110000	Gas for Head Start Van	\$40.00
2019-04-30	SAMS CLUB #4769	64990000	Supplies for the Admin office (19.98%)	\$6.98
2019-04-30	SAMS CLUB #4769	64990000	Supplies for the Baytown HS/EHS Move (44.42%)	\$15.52
2019-04-30	SAMS CLUB #4769	64990000	Supplies for the Baytown HS/EHS Move (35.6%)	\$12.44
2019-05-01	THE HOME DEPOT #1832	63190000	Maintenance supplies - Humble HS	\$44.34
2019-05-01	SQU*SQ *GOSQ.COM SYLVI	64130000	2019 NHSA Annual Conf. VP's - hotel to airport (90%)	\$26.10
2019-05-01	SQU*SQ *GOSQ.COM SYLVI	64130000	2019 NHSA Annual Conf. VP's - hotel to airport (10%)	\$2.90
2019-05-01	SECURE PARKING USA LLC	64130000	2019 NHSA Annual Conf. VP's - airport parking (90%)	\$41.87
2019-05-01	SECURE PARKING USA LLC	64130000	2019 NHSA Annual Conf. VP's - airport parking (10%)	\$4.65
2019-05-02	CHEVRON 0379065	63110000	Gas for Head Start Van	\$41.43
2019-05-02	WM SUPERCENTER #4526	63990000	Hand Sanitizer for Compton classrooms	\$31.76
2019-05-03	NOTHING BUNDT CAKES 30	64180000	Refreshments for the End of the Year PC Banquet (90%)	\$243.00
2019-05-03	NOTHING BUNDT CAKES 30	64180000	Refreshments for the End of the Year PC Banquet (10%)	\$27.00
2019-05-03	AVIS RENT-A-CAR 1	64130000	Car rental for THSA parents and staff	\$604.73
2019-05-04	WALMART.COM	63410000	Formula for EHS-Baytown	\$95.34
			901 - Head Start	\$10,878.56

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HCDE Procurement Card Report - May Statement

922 - Coop After School Enrich (CASE)

2019-04-04	LPC WALKER@MAIN TRANSI	64130000	Parking for HUDL Luncheon	\$30.00
2019-04-08	UNITED 01624474729500	64130000	Mario Garcia flight to Boost Con.	\$918.00
2019-04-08	UNITED 01624474729511	64130000	Chasidy Celestine flight to Boost Con.	\$918.00
2019-04-08	UNITED 01624474729522	64130000	Victoria Lopez flight to Boost Con.	\$918.00
2019-04-08	UNITED 01624474729533	64130000	Adrian Izaguirre Flight to Boost	\$918.00

2019-04-08	UNITED	01624474742660	64130000	Con. Tracie Scales flight for Boost Con.	\$978.00
2019-04-08	UNITED	01629241816226	64130000	Preferred seating on flight to Boost Con.	\$22.00
2019-04-08	UNITED	01629241816230	64130000	Preferred seating on flight to Boost Con.	\$22.00
2019-04-08	UNITED	01629241816241	64130000	Preferred seating on flight to Boost Con.	\$22.00
2019-04-08	UNITED	01629241816252	64130000	Preferred seating on flight to Boost Con.	\$15.00
2019-04-08	TEACHER HEAVEN 4		63990000	General Supplies	\$486.51
2019-04-09	SHERATON SEATTLE HOTEL		64110000	Hotel for Kittra H. and Mary G. Ready by 21 Con.	\$928.16
2019-04-09	ARC*SERVICES/TRAINING		64990000	Red Cross Certification Certificate	\$780.00
2019-04-09	POTBELLY #307		64150000	Lunch for CASE staff for CASE strategic	\$310.30
2019-04-11	FAIRFIELD INN & SUITES		64110000	credit for the lodging in Denver	(\$0.01)
2019-04-14	EIG*POWWEB		64990130	Website for EcoBot	\$91.99
2019-04-16	MARRIOTT WARDMAN PARK		64110000	Lodging for Toni Candis-NAUDL Tournament	\$252.89
2019-04-18	PMS OF TEXAS WESTIN		64130000	Parking for YMCA Luncheon	\$16.00
2019-04-18	GRANT PROFESSIONALS AS		64940000	Workshop registration for CASE staff	\$640.00
2019-04-27	STK*SHUTTERSTOCK		64990000	Monthly Subscription	\$182.94
2019-04-30	RIVIERA PALM SPRINGS		64110000	Split - Hotel for Adrian Izagurrie Boost Con. (50%)	\$652.04
2019-04-30	RIVIERA PALM SPRINGS		64110000	Split - Hotel for Mario Garcia Boost Con. (50%)	\$652.03
2019-05-03	HYATT REGENCY PALM S		64110000	Split -Victoria stay for Boost Con. (50%)	\$509.13
2019-05-03	HYATT REGENCY PALM S		64110000	Split -Tracie stay for Boost Con. (50%)	\$509.13
2019-05-03	HYATT REGENCY PALM S		64110000	Hotel stay for Chasidy C. Boost Con.	\$1,264.48
2019-05-04	ARC*SERVICES/TRAINING		64990000	Red Cross Certification Certificate	<u>\$300.00</u>
922 - Coop After School Enrich (CASE)					\$12,336.59
923 - Resource Development					
2019-04-23	ASSOCIATION OF00 OF 00		64940000	REG 2019 ASK EXPERTS AFP CGD STAFF TO ATTEND	<u>\$385.00</u>
923 - Resource Development					\$385.00

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HCDE Procurement Card Report - May Statement

924 - Research & Evaluation

2019-04-05		64110000	International credit card fees for Sheraton (10%)	\$11.91
2019-04-05	SHERATON	64110000	AERA Annual Conference	\$1,191.20
2019-04-05	AMERICAN EDUC RESEARCH	64140000	AERA Annual Meeting - session Communicating & Shar	\$65.00

2019-04-06	63960000	Credit Card In'tl fees (1%) from printing copies	\$0.34
2019-04-06	METRO TORONTO CONVENTI 63960000	Photocopies for AERA presentation	\$33.70
2019-04-10	TAYLOR & FRANCIS BOOKS 63290000	Purchase of 6 books (Sharing your education...)	\$179.98
2019-04-11	ALONTI CAFE & CATERING 64150000	3 lunch -Res. Coordinator interviews	\$54.30
2019-04-15	ALONTI CAFE & CATERING 64150000	Research Coordinator interviews - 3 lunches	\$46.30
2019-04-17	ALONTI CAFE & CATERING 64150000	Research Coordinator Interviews - 3 lunches	\$40.15
2019-04-26	TAYLOR & FRANCIS BOOKS 63290000	Refund of taxes on book purchase on 04/07/19	(\$13.72)
2019-05-01	FUNCTIONFOX SYSTEMS 63970001	Annual subscription renewal for 8 users	<u>\$840.00</u>
		924 - Research & Evaluation	\$2,449.16
925 - Communications & Public Information			
2019-04-08	INT*IN *COLOR ONE SYST 63960000	Printed a GOLD HCDE Logo - Sign for the Podium	\$175.00
2019-04-14	NSPRA 64950000	Submitted for an Award For HCDE to NSPRA.	\$72.00
2019-04-15	OFFICE DEPOT #2809 63990000	Office supplies purchased for Communications Div.	\$46.98
2019-04-15	INT*IN *COLOR ONE SYST 63960000	Printed a Silver HCDE Logo - Sign for the Podium	\$175.00
2019-04-22	AMAZON.COM*MZ19971M2 63990000	Promotional Item Purchased for Cinco de Mayo.	\$17.31
2019-04-24	HOUSTON CHRONICLE CIRC 63290000	Jeri Martinez-Subscription: The Houston Chronicle	<u>\$14.00</u>
		925 - Communications & Public Information	\$500.29
950 - Purchasing Support Services			
2019-04-23	TASBO 64970000	CTSBS Application for I. Ash	\$60.00
2019-04-25	RIO GRANDE VALLEY PURC 64940000	ISM Conference registration for I. Ash	\$300.00
2019-04-29	UNITED 01624507401156 64130000	Y. Roman flight for ISM Conference	\$260.60
2019-05-01	TASBO 64940000	TASBO registration for I. Ash	<u>\$135.00</u>
		950 - Purchasing Support Services	\$755.60

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HCDE Procurement Card Report - May Statement

955 - Purchasing - Gulf Coast Co-op

2019-04-08	WM SUPERCENTER #5091 64150000	General expense for member meeting	\$74.37
2019-04-10	TASBO 64970000	TASBO Member Dues	\$135.00
2019-04-10	LOS CUCOS MEXICAN CAFE 64150000	Bid Award Luncheon for members	\$274.13

2019-04-11	TASBO	64940000	TASBO workshop registration for TJensen	\$75.00
2019-04-22	AMERICAN 0010288045720	64130000	Baggage fees for TJensen/HOU to Chicago, IL	\$30.00
2019-04-27	HYATT REGENCY CHICAGO	64110000	Lodging for TJensen/Chicago, IL	\$840.52
2019-05-02	TASN	64960000	Advertising expense for TASN Conference 2019	\$3,000.00
2019-05-03	UNITED 01626046864352	64130000	Baggage fees for TJensen/Chicago to HOU	\$30.00
970 - Highpoint East				
2019-04-08	OFFICE DEPOT #628	64990000	classroom clocks to keep testing time	\$59.95
2019-04-08	WAL-MART #1137	64990000	CLASSROOM CLOCK TO KEEP TESTING TIME	\$11.64
2019-04-08	SAMSClub #8281	64990000	Testing Supplies	\$160.60
2019-04-15	EXXONMOBIL 48250229	63110000	gas for hcde van	\$72.25
2019-04-22	WAL-MART #3500	63980000	student incentives	\$148.30
2019-04-22	UNITED 01615059748293	64130000	FLIGHT CHANGE CHARGE I&I CONFERENCE	\$200.00
2019-04-22	UNITED 01615059748262	64130000	flight change charge for L&L conference	\$200.00
2019-04-22	UNITED 01615059753297	64130000	FLIGHT CHANGE CHARGE FOR L&L CONFERENCE	\$200.00
2019-04-22	UNITED 01615059753327	64130000	flight change charge for L&L conference	\$200.00
2019-04-22	UNITED 01615059753396	64130000	FLIGHT CHANGE CHARGE L&L CONFERENCE	\$200.00
2019-04-23	STAPLES 00119024	63910000	EDGENUITY HEADPHONES	\$100.72
2019-04-24	OLIVE GARDEN 0021850	64150000	Clerk meeting meal	\$78.79
2019-04-25	ARNE'S	64990000	teen summit supplies	\$102.48
2019-04-25	SAMSClub #8281	63980000	teen summit supplies	\$439.72
2019-04-26	WM SUPERCENTER #1137	63980000	Teen summit	\$78.53
2019-04-29	WM SUPERCENTER #3500	64990000	FEMININE HYGEINE PRODUCTS FOR STUDENTS	\$36.18
2019-04-30	AMZN MKTP US*MZ7EG1QB2	63910000	headphones for edgenuity	\$179.00
2019-05-01	WM SUPERCENTER #3500	63980000	student incentives	\$17.96
2019-05-01	WM SUPERCENTER #3500	64990000	student incentive celebration	\$85.27
2019-05-03	WM SUPERCENTER #3500	63980000	student incentives	\$50.32
2019-05-05	WM SUPERCENTER #3500	64150000	Staff Meeting BF	\$67.40
2019-05-05	SAMSClub #8281	63980000	student incentives	\$304.39
970 - Highpoint East				\$2,993.50
Grand Total:				Total transactions: 622 \$107,601.46

HCDE Other Credit Card Statements

May 2019

SUMMARY

Card	# of Cards	Total
ExxonMobil	7	\$ 3,809.90
Chevron/Texaco	2	\$ 227.57
Total		\$ 4,037.47

Vendor Card : ExxonMobil

HCDE Credit Card Report -May 2019 Statement

Cards assigned to: Facilities Division

Card #	Date	Description	Division	Amount
0017 Irvington	3/29/2019	Gasoline	Facilities	61.93
0017 Irvington	3/29/2019	Gasoline	Facilities	68.01
0017 Irvington	4/2/2019	Gasoline	Facilities	54.00
0017 Irvington	4/3/2019	Gasoline	Facilities	60.95
0017 Irvington	4/3/2019	Gasoline	Facilities	66.77
0017 Irvington	4/3/2019	Gasoline	Facilities	25.19
0017 Irvington	4/4/2019	Gasoline	Facilities	57.49
0017 Irvington	4/5/2019	Gasoline	Facilities	70.64
0017 Irvington	4/6/2019	Gasoline	Facilities	37.04
0017 Irvington	4/8/2019	Gasoline	Facilities	67.50
0017 Irvington	4/8/2019	Gasoline	Facilities	61.63
0017 Irvington	4/10/2019	Gasoline	Facilities	66.55
0017 Irvington	4/10/2019	Gasoline	Facilities	31.72
0017 Irvington	4/16/2019	Gasoline	Facilities	23.69
0017 Irvington	4/17/2019	Gasoline	Facilities	61.95
0017 Irvington	4/22/2019	Gasoline	Facilities	68.50
0017 Irvington	4/23/2019	Gasoline	Facilities	67.70
0017 Irvington	4/24/2019	Gasoline	Facilities	69.20
0017 Irvington	4/25/2019	Gasoline	Facilities	33.93
0017 Irvington	4/26/2019	Gasoline	Facilities	72.69
0017 Irvington	4/29/2019	Gasoline	Facilities	75.82
0017 Irvington	4/29/2019	Gasoline	Facilities	77.44
0001 Warehouse	4/15/2019	Gasoline	Facilities	47.84
0023 Post Oak	4/4/2019	Gasoline	Facilities	36.08
0023 Post Oak	4/10/2019	Gasoline	Facilities	51.98
0023 Post Oak	4/12/2019	Gasoline	Facilities	56.92
0023 Post Oak	4/26/2019	Gasoline	Facilities	50.00
0025 HDE Van	3/29/2019	Gasoline	Facilities	53.66
0025 HDE Van	4/1/2019	Gasoline	Facilities	69.18
0025 HDE Van	4/1/2019	Gasoline	Facilities	63.33
0025 HDE Van	4/4/2019	Gasoline	Facilities	55.23
0025 HDE Van	4/4/2019	Gasoline	Facilities	123.55
0025 HDE Van	4/8/2019	Gasoline	Facilities	60.67
0025 HDE Van	4/15/2019	Gasoline	Facilities	70.00
0025 HDE Van	4/15/2019	Gasoline	Facilities	61.89
0025 HDE Van	4/15/2019	Gasoline	Facilities	57.08
0025 HDE Van	4/16/2019	Gasoline	Facilities	120.35
0025 HDE Van	4/17/2019	Gasoline	Facilities	61.14

0025 HDE Van	4/22/2019	Gasoline	Facilities	60.69
0025 HDE Van	4/22/2019	Gasoline	Facilities	61.03
0025 HDE Van	4/23/2019	Gasoline	Facilities	83.95
0025 HDE Van	4/23/2019	Gasoline	Facilities	56.38
0025 HDE Van	4/23/2019	Gasoline	Facilities	114.86
0025 HDE Van	4/24/2019	Gasoline	Facilities	63.77
0025 HDE Van	4/24/2019	Gasoline	Facilities	65.01
0025 HDE Van	4/26/2019	Gasoline	Facilities	68.27
0025 HDE Van	4/26/2019	Gasoline	Facilities	53.14
0025 HDE Van	4/29/2019	Gasoline	Facilities	64.30
0022 Post Oak	4/10/2019	Gasoline	Facilities	58.64
0022 Post Oak	4/10/2019	Gasoline	Facilities	100.12
0022 Post Oak	4/16/2019	Gasoline	Facilities	75.50
0029 Post Oak	4/1/2019	Gasoline	Facilities	70.54
0029 Post Oak	4/1/2019	Gasoline	Facilities	57.15
0029 Post Oak	4/3/2019	Gasoline	Facilities	77.30
0029 Post Oak	4/4/2019	Gasoline	Facilities	60.00
0029 Post Oak	4/5/2019	Gasoline	Facilities	65.57
0029 Post Oak	4/11/2019	Gasoline	Facilities	71.94
0029 Post Oak	4/15/2019	Gasoline	Facilities	71.00
0029 Post Oak	4/15/2019	Gasoline	Facilities	67.03
0029 Post Oak	4/17/2019	Gasoline	Facilities	57.60
0029 Post Oak	4/18/2019	Gasoline	Facilities	76.93
0029 Post Oak	4/18/2019	Gasoline	Facilities	52.77
0029 Post Oak	4/24/2019	Gasoline	Facilities	60.01
0029 Post Oak	4/24/2019	Gasoline	Facilities	60.17
0029 Post Oak	4/25/2019	Gasoline	Facilities	57.71
0029 Post Oak	4/26/2019	Gasoline	Facilities	49.86
			Credits	-309.96
			Rebates	-80.62
			Total	\$ 3,809.90

Vendor Card : Chevron/Texaco
HCDE Credit Card Report -May 2019 Statement
Cards assigned to: Facilities Division

Card #	Date	Description	Division	Amount
78989618130019	3/26/2019	Gasoline	Facilities	39.52
78989618130019	3/26/2019	Gasoline	Facilities	10.70
78989618130019	3/29/2019	Gasoline	Facilities	11.42
78989618130019	4/2/2019	Gasoline	Facilities	34.46
0496-00-519763-7	4/8/2019	Gasoline	Facilities	45.55
0496-00-519763-7	4/10/2019	Gasoline	Facilities	43.19
0496-00-519763-7	4/17/2019	Gasoline	Facilities	42.73
			Total	\$ 227.57

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Fiscal Year: 19

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Fund: 1999 - GENERAL FUND

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
144841				
	void 04/16/2019	84069	THE RHODES SCHOOL REIMB SBPTP WKSHP	-35.00
144934				
	void 04/23/2019	86687	BOKF CHECK REISSU 2015PYMT	-3,000.00
144935				
	void 04/23/2019	86687	BOKF CHECK REISSU 2016PYMT	-4,500.00
145258	05/07/2019	84906	HARVEY JOSEPH PANEITZ ECOBOT	5,000.00
145261	05/07/2019	13871	AT&T CORP PHONE 041919-051819 PHONE 042119-052019 PHONE 042119-052019	551.49 275.80 118.17 157.52
145262	05/07/2019	85611	HAIG C KUPELIAN FIDEL G.RETIREMENT	55.00
145266	05/07/2019	86982	CAPSULE TEK LLC HELPDESK 0401-041519	4,860.00
145267	05/07/2019	18165	CDW GOVERNMENT INC HP COLOR LASTERJET PRO M1 LOGITECH WIRELESS COMBO M STARTECH.COM MINI DISPLAY BELKIN 10FT HDMI CABLE M/	278.69 214.62 36.56 16.51 11.00
145273	05/07/2019	87489	DAHILL OFFICE TECHNOLOGY CORP ESTIMATED COPY CHARGE 12 MONTHS OVERAGE COPIES COPIER CHARGES	266.56 217.99 15.64 32.93
145274	05/07/2019	86276	DEIRDRE J WILLIAMS PROVIDE THREE 8-HOUR BOOT	1,800.00
145275	05/07/2019	84479	DESTA DICKINSON JOB NO 10/028 KJ; YEARLY	3,500.00
145278	05/07/2019	86181	EXECU TEAM STAFFING LP TEMP STAFF WK 042119 TEMP STAFF WK 042119 TEMP STAFF WK 041419 TEMP STAFF WK 042119 TEMP STAFF WK 041419 TEMP STAFF WK 041419	6,804.28 1,467.00 729.30 911.63 943.80 1,122.55 1,630.00
145279	05/07/2019	80775	FRENCH CORNER CATERING INC BUSINESS MEALS SCHOOL BOARD MEETING APPRECI	1,821.50 129.50 1,692.00
145281	05/07/2019	27070	GALENA PARK ISD STIPEND FOR GALENA PARK I STIPEND FOR GALENA PARK I	4,000.00 2,000.00 2,000.00
145282	05/07/2019	88263	GIL GAONA REIMB FINGERPRINTING	10.21
145288	05/07/2019	31325	HIGH POINT SANITARY SOLUTIONS 15B PAD DRIVER	72.40
145289	05/07/2019	32350	HOUSTON CHRONICLE ADVERTISING OF RFP'S FOR ADVERTISING OF RFP'S FOR	486.28 216.68 269.60
145291	05/07/2019	87654	INSTANT DATA TECHNOLOGIES DBA INDAT EFFECTIVE COMMUNICATION	1,250.00

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Fund: 1999 - GENERAL FUND

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145295	05/07/2019	87975	KARCZEWSKI BRADSHAW LLP	39,599.52
			LEGAL SERVICES FOR HCDE F	600.00
			LEGAL SERVICES FOR HCDE F	4,155.00
			LEGAL SERVICES FOR HCDE F	75.00
			LEGAL SERVICES FOR HCDE F	1,435.00
			LEGAL SERVICES FOR HCDE F	2,175.00
			LEGAL SERVICES FOR HCDE F	3,675.00
			LEGAL SERVICES FOR HCDE F	8,337.76
			LEGAL SERVICES FOR HCDE F	75.00
			LEGAL SERVICES FOR HCDE F	930.00
			LEGAL SERVICES FOR HCDE F	1,583.12
			LEGAL SERVICES FOR HCDE F	16,558.64
145297	05/07/2019	84502	KINGDOM BUILDERS CENTER OF HOUSTON	1,000.00
			A/V AND TECHNICIANS	
145298	05/07/2019	82396	KIPP INC	3,000.00
			2018-2019 CASE DEBATES PA	
145302	05/07/2019	87844	JAVIER LOPEZ	1,200.00
			CASE DEBATES PROJECT-PROV	
145305	05/07/2019	88148	MAKR U LLC	1,650.00
			KIDS ALL-EARTH ECOBOT CHA	625.00
			KIDS ALL-EARTH ECOBOT CHA	1,025.00
145309	05/07/2019	86858	HAPPY COLORS PRODUCTIONS LLC	1,490.00
			SERVICES FOR ECOBOT CHALL	
145312	05/07/2019	83247	PINNACLE MEDICAL MANAGEMENT CORP	40.00
			RANDOM SELECTION TEST (BY	
145313	05/07/2019	85625	JESSICA PORRAS	140.00
			REISSUE CHECK	
145316	05/07/2019	83408	JEH-EAS, INC	13,488.00
			REF PO P1901151SHIPIN	60.00
			HD ULTRA I4290S LARGE FOR	10,465.00
			CONTEX CERTIFIED TECHNICI	1,244.00
			LOW ADJUSTABLE STAND (INC	1,494.00
			ESTIMATED SHIPPING/HANDLI	225.00
145317	05/07/2019	58389	TEXAS DEPARTMENT OF PUBLIC SAFETY	15.00
			CRIMINAL BACKGROUND CHECK	
145318	05/07/2019	86847	THOMAS REPROGRAPHICS INC	1,727.14
			EMPLOYEE HANDBOOKS-PERFEC	1,710.54
			FIRST DELIVERY	16.60
145322	05/07/2019	88087	VERSA CREATIVE GROUP LLC	9,713.75
			CONTRACTED SERVICES FROM	
145324	05/07/2019	64450	WRITERS IN THE SCHOOLS	7,236.00
			OTHER CONTR WKSP11924	
145336	05/16/2019	83349	MANNED SPACE FLIGHT ED FOUNDATION	3,380.00
			RENTAL EVENT SPACE-ECOBOT	
145377	05/07/2019	85404	BRAIDS N BEADS	250.00
145379	05/15/2019	80164	DAVID G PEAKE	557.67
			DED:2407 MISC	

145380	05/15/2019	34539	INTERNAL REVENUE SERVICE DED:1210 MISC	352.50
145381	05/15/2019	85837	PIONEER CREDIT RECOVERY, INC DED:2017 MISC	107.71
145382	05/15/2019	84180	TEXAS GUARANTEED STUDENT LOAN CORP DED:2016 MISC	315.97

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Fund: 1999 - GENERAL FUND

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145383	05/15/2019	88232	TRANSWORLD SYSTEMS INC DED:1213 MISC	133.19
145384	05/15/2019	61657	U S DEPARTMENT OF EDUCATION DED:1216 MISC	790.81
145386	05/14/2019	10213	ACADEMIC THERAPY PUBLICATIONS ILLUSTRATED CLASSICS-COMP SHIPPING & HANDLING	1,298.00 1,180.00 118.00
145391	05/14/2019	13871	AT&T CORP PHONE 042719052619	141.66
145392	05/14/2019	13872	AT&T LONG DISTANCE LONG DIST41719-051619	439.47
145395	05/14/2019	86687	BOKF REISSUED 2015 CHECK	3,000.00
145396	05/14/2019	86687	BOKF REISSUED2016 SER PYMT	4,500.00
145399	05/14/2019	18165	CDW GOVERNMENT INC LENOVO THINKPAD X1 CARBON JOB NO 18/056 KD-13; ADOB HP K3500 - KEYBOARD - MFG LENOVO 3YR PROTECT (MFG.	2,629.56 2,336.39 51.27 22.49 219.41
145402	05/14/2019	82495	COMCAST CORPORATION MAY 19 INTERNET SERV	381.00
145406	05/14/2019	23957	EDUCATION FOUNDATION OF HARRIS CTY PYMNT REC'D IN ERROR	730.00
145408	05/14/2019	86181	EXECU TEAM STAFFING LP TEMP STAFF WK04819 TEMP STAFF WK 042819	2,236.01 911.63 1,324.38
145417	05/14/2019	87654	INSTANT DATA TECHNOLOGIES DBA INDAT SENSITIVITY TRAINING	1,250.00
145418	05/14/2019	34705	J HARDING & CO PORT AUTHORITY VALUE FLEE PORT AUTHORITY BLACK WITH PORT AUTHORITY VALUE FLEE PORT AUTHORITY JACKETS, B PORT AUTHORITY BLACK JACK	316.28 29.98 32.48 111.92 111.92 29.98
145419	05/14/2019	36340	KLEIN INDEPENDENT SCHOOL DISTRICT REFUND PYMT SEN INERR	90.00
145421	05/14/2019	88269	MAGNOLIA ISD REFND REC'D PYMT INER	640.00
145428	05/14/2019	88272	RESPONSIVE EDUCATION SOLUTIONS REFUND OVERPYMT 12-69	165.00
145434	05/14/2019	56712	TEXAS ASSOCIATION OF SCHOOL TASBO RENEWAL YARITZA - 3 MEMBERSHIP RENEWAL - CHAR	270.00 135.00 135.00
145438	05/14/2019	61927	VERIZON WIRELESS	1,573.50

			PURCAHSE ORDER FOR CASE V	786.52
			PURCAHSE ORDER FOR CASE V	786.98
145440	05/14/2019	86894	WINDWARD GROUP, LLC	5,268.18
			CREATE 16 MM SILVER ORIGI	4,377.18
			PROCESS 16MM ROLL FILM PE	891.00
145537	05/21/2019	20270	AMERICAN HERITAGE LIFE INSURANCE CO	939.60
			EMPLYEE CAN INS MAY19	

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Fund: 1999 - GENERAL FUND

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145539	05/21/2019	13871	AT&T CORP	960.22
			PHONE 050519-060419	207.41
			PHONE 041719-0051619	118.23
			PHONE 050519-060419	121.60
			PHONE 050519-060419	157.84
			PHONE 050119-053119	355.14
145540	05/21/2019	14925	BEARCOM OPERATING, LLC	12,390.00
			50 2 WAY RADIOS	
145542	05/21/2019	80609	CAMPUS PUBLICATIONS INC	995.00
			SOUTHERN/NORTHERN DIVERSI	
145545	05/21/2019	88084	COMCAST HOLDINGS CORPORATION	1,079.54
			INTERNET MAY 19	
145547	05/21/2019	88256	JG MEDIA	3,605.00
			ADV PRINT AD ON COMM	
145549	05/21/2019	84855	CYBERSOURCE CORPORATION	29.00
			GATEWAY APR 19 SERVI	
145550	05/21/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	688.81
			JAN18 LEASE CHARGES	155.57
			DEC18 COPIER FEE	22.18
			NOV18 COPIER FEES	28.07
			DEC LEASE CHARGES	155.57
			OCT18 COPIER FEES	16.28
			JAN18 LEASE CHARGES	155.57
			DEC LEASE CHARGES	155.57
145551	05/21/2019	86779	DAVIS VISION INC	5,066.72
			EMPLYEE INS VIS MAY19	5,000.67
			EMPLYEE INS VIS MAY19	66.05
145552	05/21/2019	83644	EVARISTO ORTEGA	2,502.00
			GETENOVATIVE 2018 ANNUAL	312.75
			GETENOVATIVE 2018 ANNUAL	312.75
			GET ENOVATIVE 2018 ANNUAL	312.75
			GET ENOVATIVE 2018 ANNUAL	312.75
			GETENOVATIVE 2018 ANNUAL	312.75
			GET ENOVATIVE 2018 ANNUAL	312.75
			GET ENOVATIVE 2018 ANNUAL	312.75
145556	05/21/2019	87603	EVELYN BALDAUF	1,000.00
			PROVIDE FOUR 3-HOUR SESSI	
145557	05/21/2019	86181	EXECU TEAM STAFFING LP	1,716.00
			TEMPORARY SERVICES FOR	743.60
			TEMP STAFF WK030319	972.40
145558	05/21/2019	25560	FEDERAL EXPRESS CORPORATION	32.94

145561	05/21/2019	26235	POSTAGE FOSTER FENCE LTD	30,460.88
			DEMO AND HAUL OFF 1147' O	28,522.89
			INSTALLATION AND UPGRADE	1,937.99
145564	05/21/2019	29920	HARRIS COUNTY TREASURER	117.00
			AIRTIME	
145566	05/21/2019	83283	HW GRAD CORP	1,325.00
			GRADUATION TASSELS	
145574	05/21/2019	81932	HYATT LEGAL PLANS INC	1,404.00
			PRE PAID LEGAL MAY 19	
145575	05/21/2019	87169	WESTAT INC	275.00
			REGISTRATION FEE	

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145577	05/21/2019	34705	J HARDING & CO	518.94
			PC590Q_2XL DEEPNAVY PORT &	34.30
			S646 DEEPBLK PORT AUTH ST	39.98
			S646_2XL DEEPBLK PORT AUT	41.98
			CS419 BLACK CS LADIES SNA	77.94
			L806 DKFUCHSIA PORT AUTH	31.98
			PC590Q GRYCHARCOAL PORT &	32.30
			PC590Q_2XL GRYCHARCOAL PO	34.30
			PC590Q DEEPNAVY PORT & CO	32.30
			K110 RIVBLUNAVY PORT AUTH	19.98
			K110_2XL DEEPBLK PORT AUT	21.98
			S646_2XL MONLITBLUE PORT	41.98
			BRTORANGE SPORT TEK LADIE	27.98
			K110_2XL RIVEBLUNAVY PORT	21.98
			K110 DEEPBLK PORT AUTH MI	19.98
			S646 MONLITBLU PORT AUTH	39.98
145578	05/21/2019	35069	JEM RESOURCE PARTNERS	730.00
			ILOCK MAY 19	
145579	05/21/2019	83832	DEBRA KERNER	303.10
			REISSU CHK LOST IN MA	
145583	05/21/2019	88264	KAMILAH MCSHINE-GREGORY	300.00
			YOGA SESSIONS DURING WELL	
145585	05/21/2019	87340	METROPOLITAN LIFE INSURANCE COMPANY	2,223.54
			EMPYE HOSP INS MAY19	
145586	05/21/2019	87340	METROPOLITAN LIFE INSURANCE COMPANY	1,708.80
			EMPLOYEE ACC INS MAY19	
145588	05/21/2019	85711	MIRIAM MONTALVO	24.98
			REISSU CHK LOST INMAI	
145589	05/21/2019	81814	ONESTAR FOUNDATION	2,175.00
			VISTA PROGRAM HOST SITE F	
145590	05/21/2019	87454	PERFECT TEAMPLAY INC	240.00
			YOUTH CHESS INSTRUCTION -	
145591	05/21/2019	83247	PINNACLE MEDICAL MANAGEMENT CORP	160.00
			RANDOM SELECTION TEST (BY	40.00
			RANDOM SELECTION TEST (BY	120.00
145592	05/21/2019	87278	POWERSCHOOL GROUP LLC	4,400.00
			POWERSCHOOL UNIVERSITY TU	2,200.00
			POWERSCHOOL UNIVERSITY TU	2,200.00
145595	05/21/2019	87395	GUY M SCONZO	1,500.00

145601	05/21/2019	61915	REMAINING 6 SESSIONS OF C CBS PERSONNEL SERVICES LLC	6,549.45
			TEMPORARY STAFF IN RECORD	1,337.76
			TEMPORARY STAFF IN RECORD	1,337.76
			TEMPORARY STAFF IN RECORD	1,430.66
			TEMPORARY STAFF IN RECORD	956.87
			TEMPORARY STAFF IN RECORD	1,486.40
145602	05/21/2019	56650	TEXAS ASSOCIATION OF SCHOOL BOARDS 2019 TASB MEMBERSHIP	800.00
145603	05/21/2019	56712	TEXAS ASSOCIATION OF SCHOOL NEW MEMBERSHIP TASBO - WH	135.00
145607	05/21/2019	83410	UNIQUE DIGITAL TECHNOLOGY INC	12,954.06
			ISILON X210 PREMIUM HW &	
145608	05/21/2019	87696	UNUM LIFE INSURANCE CO. OF AMERICA	17,326.56
			DENTAL EMP INS MAY19	16,980.80
			DENTAL COBRA MAY19	345.76

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145609	05/21/2019	87406	VERITIV OPERATING COMPANY HARRIS CNTY DEP OF ED FIL	2,174.72
145611	05/21/2019	61927	VERIZON WIRELESS	7,322.90
			VERIZON 040819-050719	38.11
			VERIZON 040819-050719	38.11
			VERIZON 040819-050719	76.22
			VERIZON 040819-050719	152.44
			VERIZON 040819-050719	164.55
			VERIZON 040819-050719	202.61
			VERIZON 040819-050719	396.16
			VERIZON 040819-050719	1,604.39
			VERIZON 040819-050719	25.99
			VERIZON 040819-050719	88.28
			VERIZON 040819-050719	114.33
			VERIZON 040819-050719	114.33
			VERIZON 040819-050719	217.62
			VERIZON 040819-050719	228.66
			VERIZON 040819-050719	38.11
			VERIZON 040819-050719	38.11
			VERIZON 040819-050719	163.02
			VERIZON 040819-050719	405.22
			VERIZON 040819-050719	606.95
			VERIZON 040819-050719	699.99
			VERIZON 040819-050719	882.80
			VERIZON 040819-050719	38.11
			VERIZON 040819-050719	38.11
			VERIZON 040819-050719	72.92
			VERIZON 040819-050719	76.22
			VERIZON 040819-050719	126.39
			VERIZON 040819-050719	202.61
			VERIZON 040819-050719	205.77
			VERIZON 040819-050719	266.77
145686	05/28/2019	11375	ALLIANCE FOR YOUNG ARTISTS&WRITERS	18,816.50
			REGIONAL AFFILIATE FEE FO	12,795.00
			REGIONAL AFFILIATE FEE FO	6,021.50
145687	05/28/2019	13330	APPLE INC	2,503.00

			MACBOOK PRO WITH TOUCH BA	2,181.00
			APPLECARE+ FOR 15-INCH	259.00
			USB-C DIGITAL AV MULTIPOR	63.00
145689	05/28/2019	13871	AT&T CORP	639.50
			PHONE 051119-061019	179.54
			PHONE 050719-060619	126.08
			PHONE 050919-060819	333.88

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145691	05/28/2019	83619	B & H FOTO & ELECTRONICS CORP	2,766.15
			DJI RONIN S F/DSLR & MIRR	739.00
			ROKINON 50MM DS T1.5 CINE	499.00
			SANDISK EXTREME PRO SDHC	199.96
			MANFROTTO 502 FLAT	157.41
			KRAMER HI-SPEED HDMI M	17.60
			KRAMER HI-SPEED HDMI M TO	19.20
			PEARSTONE .5X6" TOUCH	69.90
			METABONES CANON EF-E MOUN	396.00
			G-TECHNOLOGY G-DRIVE	279.98
			CABLE XLR3F R/A - XLR3M	42.00
			CABLE XLR3F R/A - XLR3M	42.00
			RODE SMART-LAV+ LAV MIC	144.00
			XCELLON 4 PORT PORTABLE	44.85
			PEARSTONE USB 3.0 EXT	26.97
			MANFROTTO TELESCOPIC	49.88
			KRAMER HI-SPEED HDMI M	38.40
145693	05/28/2019	84789	BASELINE PAVING & CONSTRUCTION INC	3,768.00
			INSTALLING TWO HANDRAILS	
145694	05/28/2019	87623	CYPRESS FAIRBANKS ISD	5,801.91
			2019 EOCBOT CHALLENGE REN	
145695	05/28/2019	16240	BOSWORTH PAPERS INC	1,162.05
			PALLET 8 1/2 X 11", 20 WH	
145697	05/28/2019	87684	C & H TRANSPORTATION	700.00
			BUS ECOBOT CHALLENGE DAY-	
145699	05/28/2019	86982	CAPSULE TEK LLC	5,940.00
			HELPDESK WK416-043019	
145700	05/28/2019	18165	CDW GOVERNMENT INC	32,042.90
			ADOBE ACROBAT PRO - UPGRA	51.27
			VEEAM STANDARD SUPPORT-TE	8,712.00
			WINDOWS EDUCATION E5-SUBS	23,279.63
145703	05/28/2019	88247	JANA CHAMPAGEN	200.00
			REIMB FOR LUNCH ABSE	
145706	05/28/2019	82495	COMCAST CORPORATION	376.33

145707	05/28/2019	85650	INTERNET051119-061019 CONSANDRA JONES HARRIS LEADERSHIP DEVELOPMENT SE	1,200.00
145710	05/28/2019	22745	DHS ASSOCIATES INC ANNUAL SUPPORT FOR SCAN O	1,403.30
145714	05/28/2019	86181	EXECU TEAM STAFFING LP TEMP STAFF WK042819 TEMP STAFF WK051219 TEMP STAFF WK042119 TEMP STAFF WK042119 TEMP STAFF WK050519 TEMPORARY SERVICES FOR	4,527.74 557.70 972.40 493.35 616.69 1,144.00 743.60
145715	05/28/2019	25533	FATHER FLANAGAN'S BOY'S HOME SPECIALIZED CLASSRM MANAG	5,650.00
145716	05/28/2019	88271	EMMA FOX FERGUSON LAUGHTER YOGA WORKSHOP	250.00
145717	05/28/2019	80775	FRENCH CORNER CATERING INC TEACHER AID OF THEYR	1,197.50
145719	05/28/2019	29505	HALLMARK OFFICE PRODUCTS INC CONFERENCE TABLE 8"	329.50

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145720	05/28/2019	29680	HARRIS COUNTY APPRAISAL DISTRICT QUARTERLY ASSESSMENT 1ST,	42,798.00
145722	05/28/2019	31037	GREENWOOD PUBLISHING GROUP WILL PROVIDE LINDA REIF F	4,800.00
145723	05/28/2019	31325	HIGH POINT SANITARY SOLUTIONS MULTIFOLD CASES	1,167.20
145724	05/28/2019	32350	HOUSTON CHRONICLE ADVERTISING OF RFP'S FOR	393.08
145730	05/28/2019	35010	JASON'S DELI PFI TRAINING MEALS	732.25
145732	05/28/2019	87975	KARCZEWSKI BRADSHAW LLP APRIL 19 LEGAL FEES APRIL 19 LEGAL FEE APRIL 19 LEGAL FEES APRIL 19 LEGAL FEE APRIL 19 LEGAL FEE APRIL 19 LEGAL FEE APRIL 19 LEGAL FEE APRIL 19 LEGAL FEE APRIL 19 LEGAL FEES APRIL 19 LEGAL FEES APRIL 19 LEGAL FEE APRIL 19 LEGAL FEES APRIL 19 LEGAL FEE	32,749.07 75.00 2,262.76 3,540.08 810.00 975.00 1,140.00 1,200.00 4,521.49 6,087.76 7,411.98 525.00 1,515.00 2,685.00
145734	05/28/2019	87936	LEARNING FORWARD CONTRACTOR WILL PROVIDE S	6,049.24
145736	05/28/2019	86437	LITTLER MENDELSON PC TWO INVO FINAL CONTRA	11,898.48
145737	05/28/2019	87844	JAVIER LOPEZ CASE DEBATES PROJECT-PROV CASE DEBATES PROJECT-PROV	4,720.00 3,200.00 1,520.00

145738	05/28/2019	85085	METOYER-ROY PRINTING, LTD. SEPT 18 BOARD AGEND	2,205.00
145739	05/28/2019	82248	METROPOLITAN LIFE INSURANCE COMPANY DENTAL EMPYEE MAY19 DENTAL COBRA MAY 19	3,377.68 3,325.04 52.64
145740	05/28/2019	87912	CAROL COOPER P CARD AUDITORS OPEN PURC	6,015.39
145741	05/28/2019	81220	SOCIETY OF CERTIFIED INS COUNSELORS ACADEMY FELLOWS MEMBERSHI CSRM DUES FOR NATASHA TRU	55.00 20.00 35.00
145742	05/28/2019	43240	NATIONAL SCH PUBLIC RELATIONS ASSOC RENEWAL FOR CAROL VAUGHN	280.00
145743	05/28/2019	87260	NATL LITERACY PROFESSIONAL DEV CORP WILL DO SOCIAL AND EMOTIO	12,000.00
145744	05/28/2019	87270	JAVIER RODRIGUEZ PHOTOBOOTH RENTAL - EVENT	300.00
145746	05/28/2019	87454	PERFECT TEAMPLAY INC OPEN PURCHASE ORDER WITH	480.00
145747	05/28/2019	87339	POTBELLY SANDWICH WORKS, LLC CHIPS/COOKIE/BOX LUNCH-FO BOX LUNCH-PERFECT BELLY-F BOWL MAC & CHEESE WITH BA DELIVERY FEE	99.60 3.45 81.00 6.10 9.05

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145748	05/28/2019	47623	PROFESSIONAL FONE MANAGEMENT INC INSTALL 3 CAT 6 CABLES FR	1,175.00
145749	05/28/2019	88091	ANDREW ALAN LAMONT ECOBOT	16.15
145750	05/28/2019	86862	PS LIGHTWAVE INC ETHERNET JUNE 19 ETHERNET JUNE 19 ETHERNET JUNE 19 ETHERNET JUNE 19 ETHERNET JUNE 19 ETHERNET JUNE 19	3,890.18 477.53 317.53 477.53 477.53 477.53 1,662.53
145752	05/28/2019	52120	SHELDON INDEPENDENT SCHOOL DISTRICT 2018-2019 CASE DEBATES PA	3,000.00
145754	05/28/2019	53799	SPRING BRANCH ISD 2018-2019 CASE DEBATES PA	5,000.00
145755	05/28/2019	61915	CBS PERSONNEL SERVICES LLC TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD	7,608.51 1,031.19 1,189.12 1,272.73 1,439.95 1,486.40 1,189.12
145756	05/28/2019	81820	THE STANDARD LIFE INSURANCE EMPYEE DISB INSMAY19	14,347.70
145758	05/28/2019	58389	TEXAS DEPARTMENT OF PUBLIC SAFETY CRIMINAL BACKGROUND CHECK	6.00
145759	05/28/2019	86432	TEXAS SCHOOL OF BUSINESS JAN & FEB 2019 3RD PAG	1,000.00 500.00

145760	05/28/2019	83410	MAY&JUN FULL PAGE ADV	500.00
			UNIQUE DIGITAL TECHNOLOGY INC	42,908.56
			NOTIFICATION OF SOFTWARE	1,896.56
			COMPLETE BACKUP & RECOVER	23,000.00
			DD2500 9X5XNBD SUPPORT SN	18,012.00
145762	05/28/2019	87406	VERITIV OPERATING COMPANY	7,324.45
			HARRIS CNTY DEP OF ED FIL	602.84
			HARRIS CNTY DEP OF ED FIL	1,609.56
			HARRIS CNTY DEP OF ED FIL	5,112.05
145764	05/28/2019	83209	LINDSAY WHITE	156.75
			REISSUE CHECK	
145765	05/28/2019	85538	WORKSHOP HOUSTON	12,500.00
			SERVICE CONTRACT-PROJECT	
145806	05/31/2019	80164	DAVID G PEAKE	732.67
			DED:2407 MISC	
145807	05/31/2019	34539	INTERNAL REVENUE SERVICE	352.50
			DED:1210 MISC	
145808	05/31/2019	85837	PIONEER CREDIT RECOVERY, INC	107.71
			DED:2017 MISC	
145809	05/31/2019	88232	TRANSWORLD SYSTEMS INC	133.19
			DED:1213 MISC	
145810	05/31/2019	84180	TEXAS GUARANTEED STUDENT LOAN CORP	538.50
			DED:2016 MISC	
145811	05/31/2019	61657	U S DEPARTMENT OF EDUCATION	763.51
			DED:1216 MISC	

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V145326	05/07/2019	86629	SYED TAYYAB ALI	369.92
			TSUN 2019 CONFERENCE	306.92
			TSUN 2019 CONFERENCE	63.00
V145327	05/07/2019	11485	PEPI CORPORATION	65.36
			MEALS NEW EMPL ORIENT	
V145328	05/07/2019	87813	JULIA YVETTE ANDREWS	74.24
			APRIL MILEAGE	
V145329	05/07/2019	86538	PAMELA MARIE RHODES	35.00
			REIMB SBPTP WKSHP	
V145330	05/07/2019	37853	MARIA R BAUTISTA	8.88
			REIMB STUDENT LUNCH P	
V145333	05/07/2019	87309	DARLENE ELIZABETH BREAU	662.29
			2019 TASA MIDWINTER	186.76
			TABSE 34TH ANNUAL STA	90.00
			2019 AERA ANNUAL MEET	145.81
			2019 TASA MIDWINTER	162.00
			TABSE 34TH ANNUAL STA	77.72
V145334	05/07/2019	17320	BUTLER BUSINESS PRODUCTS	1,072.75
			AVERY BIG TAB PLASTIC INS	30.55
			BUSINESS SOURCE DOUBLE PO	17.85
			WRISTBANDS BBP CUSTOM INJ	739.60
			PENS BBP CUSTOM IMPRINTED	284.75
V145337	05/07/2019	20203	AMY LINN COLLINS	713.55
			AOTA	301.75
			AOTA	411.80

V145339	05/07/2019	87691	STEPHANIE ANN DE LOS SANTOS	133.40
			APRIL MILEAGE	58.00
			MARCH MILEAGE	75.40
V145340	05/07/2019	87738	MACKENZIE SPOONTS DEMPSEY	35.00
			REIMB SPTP WKSHOP	
V145341	05/07/2019	23135	LISA L DONAHUE	185.00
			REIMB NELI CONFERE	
V145344	05/07/2019	81650	LISA FELSKA	640.08
			JANUARY MILEAGE	140.01
			MARCH MILEAGE	222.95
			FEBRUARY MILEAGE	230.26
			APRIL MILEAGE	46.86
V145345	05/07/2019	87432	MARIA V FUENTEZ	399.00
			REIMB N&SRT /AHD AUTI	
V145346	05/07/2019	60040	MONICA LYNN GARCIA	38.86
			APRIL MILEAGE	
V145347	05/07/2019	28455	DONALD THOMAS GOZA	363.44
			2019 TSUN CONFERENCE	63.00
			2019 TSUN CONFERENCE	300.44
V145351	05/07/2019	87745	ARTILLA RENE HAUGHTON	96.74
			APRIL MILEAGE	
V145352	05/07/2019	87046	FRANCES COTANYA HESTER	162.38
			TEXAS ALLIANCE OF BLA	72.38
			TEXAS ALLIANCE OF BLA	90.00
V145353	05/07/2019	84584	HOLLY LYNN SHAFER	301.75
			AOTA	
V145356	05/07/2019	84421	HOT SHOT DELIVERY INC	503.31
			POSTAGE	202.29
			POSTAGE	301.02

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V145362	05/07/2019	87162	DANA LEE	4,120.00
			CONTRACTOR SERVICES AGREE	
V145364	05/07/2019	86893	KIMBERLY ROCHELLE MCLEOD	811.02
			NABSE 46TH ANNUAL CON	319.50
			NABSE 46TH ANNUAL CON	491.52
V145365	05/07/2019	87717	ANTHONY CLAY MOTEN	31.22
			REIMB FIELD TRIP EXP	
V145367	05/07/2019	87831	JANICE THOMAS OWOLABI	232.63
			BEAUMONT AUDITS	99.00
			BEAUMONT AUDITS	133.63
V145368	05/07/2019	88124	COLINA CATHERINE POUILLARD	255.78
			APRIL MILEAGE	153.70
			BEAUMONT AUDITS	102.08
V145370	05/07/2019	88161	EMILY GRIMES SEEHAUSEN	119.00
			REIMB AOTA MEMBERSHIP	
V145371	05/07/2019	84863	COLOR ONE SYSTEMS	4,234.00
			2019 PAFR BOOKS,	4,185.00
			3.5 X 2	49.00
V145372	05/07/2019	87178	KELLY EILEEN TUMY	544.49
			MARCH MILEAGE	90.27
			JANUARY MILEAGE	197.91
			FEBRUARY MILEAGE	256.31

V145373	05/07/2019	86994	JANET BAILEY WACHS MARCH MILEAGE	34.61
V145374	05/07/2019	63624	WILLIAM V MACGILL & COMPANY HALYARD GLOVES MEDIUM - I HALYARD GLOVES -LARGE ITE X-LARGE MICROFLEX GLOVES	827.25 282.00 282.00 263.25
V145441	05/14/2019	11485	PEPI CORPORATION OPEN PO FOR: ALONTI CATER OPEN PO FOR: ALONTI CATER OPEN PO FOR: ALONTI CATER OPEN PO FOR: ALONTI CATER OPEN PO FOR: ALONTI CATER	247.95 63.15 36.58 43.22 45.59 59.41
V145442	05/14/2019	86538	PAMELA MARIE RHODES APRIL MILEAGE	87.00
V145443	05/14/2019	52395	KATHRYN A BAKER APRIL MILEAGE	47.56
V145444	05/14/2019	88118	RITU DAS BALLA APRIL MILEAGE	79.40
V145445	05/14/2019	37853	MARIA R BAUTISTA REIMB PURCH 2 STUD LU	10.00
V145446	05/14/2019	15261	STACY K BERKMAN APRIL MILEAGE	56.84
V145447	05/14/2019	87430	CRYSTAL LEIGH BEVERLY APRIL MILEAGE	64.96
V145448	05/14/2019	85534	CARLENE DENISE BEXLEY APRIL MILEAGE	19.14
V145449	05/14/2019	15393	PRAGNA K BHALARA APRIL MILEAGE	92.80
V145452	05/14/2019	87309	DARLENE ELIZABETH BREAUX 2019 AERA ANNUAL MEET	799.50
V145453	05/14/2019	16778	DEBRA LYNNE BROWN APRIL MILEAGE	34.22

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V145454	05/14/2019	86771	ECOMET BURLEY APRIL MILEAGE	73.43
V145455	05/14/2019	17320	BUTLER BUSINESS PRODUCTS CHAIR,MID,SOHO MESH BACK,	1,199.90
V145459	05/14/2019	20203	AMY LINN COLLINS APRIL MILEAGE	68.21
V145460	05/14/2019	88015	DAWN MARIE COMEAUX APRIL MILEAGE	48.20
V145461	05/14/2019	20955	NORA A CONTRERAS MARCH MILEAGE	125.28
V145462	05/14/2019	86117	TERESA DIANE DELAISLA APRIL MILEAGE	51.04
V145463	05/14/2019	86523	ANNE M DOUBEK APRIL MILEAGE	122.96
V145467	05/14/2019	81839	MICHELLE GANTER APRIL MILEAGE	70.76
V145468	05/14/2019	27460	JOELINE E GEICK APRIL MILEAGE	44.66
V145469	05/14/2019	87411	ROBIN M GLENEWINKEL	90.48

V145470	05/14/2019	84588	APRIL MILEAGE SARA ELIZABETH GOEKE	49.88
V145471	05/14/2019	88021	APRIL MILEAGE KIMBERLY SUSANN HAILEY	150.00
V145472	05/14/2019	88018	REIMB AUTIS SUMMIT ASHLEY NICOLE SCOTT	78.88
V145475	05/14/2019	84584	APRIL MILEAGE HOLLY LYNN SHAFER	91.64
V145476	05/14/2019	31388	APRIL MILEAGE SUE A SCAMARDO HILL	52.78
V145477	05/14/2019	82107	APRIL MILEAGE TAMMY HILLEGEIST	93.96
V145480	05/14/2019	84290	APRIL MILEAGE CYNTHIA HORN	127.02
			MARCH MILEAGE	15.08
			JANUARY MILEAGE	15.08
			APRIL MILEAGE	23.20
			MAY MILEAGE	24.36
			FEBRUARY MILEAGE	3.48
			MARCH MILEAGE	13.92
			APRIL MILEAGE	31.90
V145486	05/14/2019	85543	WENDY HICKS LARSON	33.64
V145487	05/14/2019	85218	APRIL MILEAGE JOHANNA LEPS DE JAGER	85.84
V145489	05/14/2019	37855	APRIL MILEAGE MARSHA A LEWIS	86.42
V145490	05/14/2019	86941	APRIL MILEAGE JAMIE KANE MACDONALD	56.26
V145491	05/14/2019	81372	APRIL MILEAGE TAMA JEAN MAGALLON	29.00
V145492	05/14/2019	39691	APRIL MILEAGE LUCY MATTE	63.80
V145493	05/14/2019	39707	APRIL MILEAGE SHANNON E MAZY	91.06
			APRIL MILEAGE	

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V145494	05/14/2019	39910	LAURA KAYE MCFARLAND	116.17
			APRIL MILEAGE	
V145495	05/14/2019	86078	MELINDA EMELIA MCGOULDRIK	24.94
			APRIL MILEAGE	
V145497	05/14/2019	40553	BEATRIZ M MENENDEZ	152.71
			MARCH MILEAGE	74.47
			APRIL MILEAGE	78.24
V145498	05/14/2019	87837	LORI A MESSINA	21.46
			APRIL MILEAGE	6.96
			MARCH MILEAGE	14.50
V145499	05/14/2019	82260	MEREDITH MILLER	119.48
			APRIL MILEAGE	
V145500	05/14/2019	86936	SUSANNE MARIE MINKS	79.46
			APRIL MILEAGE	
V145501	05/14/2019	83476	MONINA VICENCIO MORALES-ESTUART	172.84
			APRIL MILEAGE	

V145502	05/14/2019	87866	PHEBE ANN PATEL APRIL MILEAGE	73.66
V145503	05/14/2019	82231	ERIKA GREMILLION-NEAL APRIL MILEAGE	62.06
V145505	05/14/2019	44026	VICKI Y YOUNG NOLAN APRIL MILEAGE	93.96
V145507	05/14/2019	87831	JANICE THOMAS OWOLABI APRIL MILEAGE	260.01
V145508	05/14/2019	85138	BARBARA JEAN PARKER APRIL MILEAGE	43.09
V145509	05/14/2019	46130	ANN K PETTY APRIL MILEAGE	217.50
V145510	05/14/2019	88124	COLINA CATHERINE POULLARD BEAUMONT AUDITS	106.72
V145512	05/14/2019	35197	JENNIFER JONES RAMOS APRIL MILEAGE	183.98
V145515	05/14/2019	86741	STEPHANIE ROSE ROUTZON APRIL MILEAGE	254.56
V145516	05/14/2019	50413	LYNN LOUISE BARNARD RUSSOM APRIL MILEAGE	119.48
V145517	05/14/2019	84585	SUSAN RUDOLPH SCHWAITZBERG APRIL MILEAGE	106.72
V145518	05/14/2019	88161	EMILY GRIMES SEEHAUSEN APRIL MILEAGE	61.48
V145519	05/14/2019	84677	NICOLE RENEE SHANAHAN MARCH MILEAGE NOVEMBER MILEAGE JANUARY MILEAGE APRIL MILEAGE OCTOBER MILEAGE SEPTEMBER MILEAGE DECEMBER MILEAGE FEBRUARY MILEAGE	1,131.58 13.98 170.75 209.96 172.56 191.98 81.15 132.22 158.98
V145523	05/14/2019	88017	CHANA T STEWART APRIL MILEAGE	30.86
V145524	05/14/2019	84583	JANICE S TOYOTA APRIL MILEAGE	123.54
V145525	05/14/2019	60679	MARY JANE TROTTER APRIL MILEAGE	113.68

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V145526	05/14/2019	60707	DENICE FEGETTE TUCKER APRIL MILEAGE	24.94
V145527	05/14/2019	87178	KELLY EILEEN TUMY APRIL MILEAGE	289.54
V145528	05/14/2019	87749	LAKEN MARIE WALKER APRIL MILEAGE	66.87
V145529	05/14/2019	83984	MARY F WEISENBURGER APRIL MILEAGE	79.29
V145530	05/14/2019	82607	VALARIE WELTON APRIL MILEAGE	118.32
V145531	05/14/2019	86938	MARY ELLEN WENZEL APRIL MILEAGE	49.30
V145532	05/14/2019	87485	CHANEY WILLIAMS LEDET	1,209.63

			EQUITY FIRST: SRI RET	417.12
			EQUITY FIRST: SRI RET	659.51
			EQUITY FIRST: SRI RET	133.00
V145533	05/14/2019	84780	TANEEKA CANETHA HENDERSON	308.32
			TIMECLOCK PLUS SUMMIT	263.32
			TIMECLOCK PLUS SUMMIT	45.00
V145534	05/14/2019	64008	TANYA S WISE	31.61
			APRIL MILEAGE	
V145535	05/14/2019	64730	KARLA J YIELDING	87.58
			APRIL MILEAGE	
V145615	05/21/2019	80275	TAYYABA Q ALI	40.02
			APRIL MILEAGE	
V145616	05/21/2019	37853	MARIA R BAUTISTA	23.62
			REIMB FOR BUS MLS REF	
V145623	05/21/2019	21255	CARIE LYNN CRABB	227.36
			JANUARY MILEAGE	69.60
			MARCH MILEAGE	14.50
			APRIL MILEAGE	61.48
			FEBRUARY MILEAGE	81.78
V145624	05/21/2019	83949	CHERIE L DEMARR	92.00
			REIMB FOR OTA LIC	
V145629	05/21/2019	83350	WRIGHT EXPRESS FINANCIAL SVC CORP	1,554.07
			APR 19 GASOLINE	
V145630	05/21/2019	83985	GUADALUPE MAYELA FLORES	400.00
			AMTA SOUTHWESTERN REG	63.00
			AMTA SOUTHWESTERN REG	337.00
V145631	05/21/2019	88147	DR WALTER MILTON JR	17,000.00
			FROM THE HEART INTERN'L E	
V145637	05/21/2019	82107	TAMMY HILLEGEIST	135.00
			REIMB FOR OT ASS MEMB	
V145640	05/21/2019	84421	HOT SHOT DELIVERY INC	227.84
			POSTAGE	93.62
			POSTAGE	134.22
V145641	05/21/2019	86638	JAMES COLBERT JR	223.06
			TEXAS SENATE COMMITTEE	178.06
			TEXAS SENATE COMMITTEE	45.00
V145650	05/21/2019	86222	ROBIN DIANE-RILLA KRONENBERGER	99.00
			REIMB FOR KPL&FMSC	
V145653	05/21/2019	84701	MAYA COVERSON LIVINGSTON	2,100.00
			MAYA LIVINGSTON OPEN	

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V145661	05/21/2019	87831	JANICE THOMAS OWOLABI	231.18
			DIGITAL THREAT ASSESS	186.18
			DIGITAL THREAT ASSESS	45.00
V145669	05/21/2019	84677	NICOLE RENEE SHANAHAN	380.58
			MATHEMATICS AT WORK™	290.58
			MATHEMATICS AT WORK™	90.00
V145671	05/21/2019	53379	DS WATERS OF AMERICA INC	64.87
			WATER REF APR 19	
V145673	05/21/2019	87747	OUIINETTA JANINE HIGHTOWER THOMAS	15.00
			REIMB FOR GAS PURCHA	

V145674	05/21/2019	82565	DANIEL VILLARREAL	203.51
			APRIL MILEAGE	119.07
			JANUARY MILEAGE	21.34
			MAY MILEAGE	28.07
			MARCH MILEAGE	35.03
V145769	05/28/2019	80275	TAYYABA Q ALI	22.85
			MAY MILEAGE	
V145770	05/28/2019	11485	PEPI CORPORATION	132.36
			MEAL TEAM PLANNING	
V145774	05/28/2019	17320	BUTLER BUSINESS PRODUCTS	5,058.82
			ICEBERG 6' STRETCHABLE FA	578.60
			BUSINESS SOURCE 1/2' HEAD	12.90
			HP 902XL ORIGINAL INK CAR	45.98
			HP 902XL ORIGINAL INK CAR	81.98
			ORGANIZER,HOR,LTR,5TIR,BL	53.82
			BINDER, VW	94.80
			GLAD DRAWSTRING BLACK TRA	82.74
			HP 902XL ORIGINAL INK CAR	45.98
			HP 902XL ORIGINAL INK CAR	45.98
			BUSINESS SOURCE DOUBLE-PR	64.08
			OIC 12" FLEXIBLE PLASTIC	48.70
			HEADPHONES,	7.75
			HEADPHONES,	108.50
			AVERY NAME BADGE INSERT R	104.24
			SCOTCH SUPER GLUE LIQUID,	15.60
			ZIPLOC BRAND SEAL TOP GAL	35.89
			AVERY FLEXIBLE ADHESIVE N	189.78
			FOLDER,100 RCY,PRSBRD,BLU	103.16
			CRTDGS,CLI221,4 COLOR PK	56.69
			INK CRG,PGI-220,BLK	17.98
			GEM OFFICE PRODUCTS T-PIN	39.90
			ZIPLOC BRAND SEAL TOP SAN	28.99
			SANI MAN FACE SHIELD 100/	261.04
			DICTIONARY, PAPERBACK	145.00
			PRINT CRG, LSR, LJ, CP352	296.99
			PRINT CRG, LSR, LJ CP3525	296.99
			TONER, LSR, F/HP CP3525/3	150.99
			TONER, LJ M401/MFPM425, B	114.99
			HP-DRUM,LJ,CF359A,	565.98
			TONER, LSR, LJ 305A, MAG	263.98
			TONER, LSR, LJ 305A, BLK	183.98
			TISSUE,FACIAL,ANTI-VIRAL	89.89
			TONER, LSR, CRG, CLJ, CE2	296.99
			TONER, LSR, LJ 305A, YEL	263.98
			TONER, ;SR, LJ 305A, CYA	263.98

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V145777	05/28/2019	86117	TERESA DIANE DELAISLA	70.00
			REIMB FASABKS WKSHP	35.00
			REIMB MIWJMS WKSHOP	35.00
V145778	05/28/2019	53023	JACQUELINE ALISON DOWELL	35.00
			REIMB GWRRS WKSHP	
V145782	05/28/2019	87411	ROBIN M GLENEWINKEL	166.00

			REIMB FINDING ADA SB	35.00
			REIMB AOTA MEMBERSHIP	131.00
V145785	05/28/2019	31388	SUE A SCAMARDO HILL	189.99
			REIMB FOR SIATK WKSHP	
V145787	05/28/2019	84421	HOT SHOT DELIVERY INC	330.31
			POSTAGE	24.05
			POSTAGE	306.26
V145792	05/28/2019	35600	CHARLOTTE MARIA JORDAN	35.00
			REIMB ASUABKS WKSHP	
V145800	05/28/2019	88082	LATASHA MARIE RIGMAIDEN	106.97
			APRIL MILEAGE	
V145801	05/28/2019	83700	PAMELA SHAW	105.00
			REIMB LHTEAMS WKSHP	
V145802	05/28/2019	84863	COLOR ONE SYSTEMS	49.00
			BUSINESS CARDS FOR COLINA	
V145803	05/28/2019	86994	JANET BAILEY WACHS	14.67
			APRIL MILEAGE	
V145805	05/28/2019	63624	WILLIAM V MACGILL & COMPANY	49.59
			14197 NB TEXAS WIDE SPACE	31.00
			65001 MAC PLASTIC OCCLUDE	5.64
			ESTIMATED SHIPPING/HANDLI	12.95

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Amount total: **638,340.27**

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145257	05/07/2019	10248	ACE MART RESTAURANT SUPPLY CO	27.94
			TEASPOON NO. FLAW-TEA	17.94
			ESTIMATED SHIPPING/HANDLI	10.00
145261	05/07/2019	13871	AT&T CORP	286.67
			PHONE 041919051819	118.16
			PHONE 042119052019	168.51
145267	05/07/2019	18165	CDW GOVERNMENT INC	897.55
			LED MONITOR VIEW SONIC VA	130.99
			SAMSUNG LED TV UNSSNU7100	685.02
			KINGSTON 4GB DDR3 DIMM 24	81.54
145268	05/07/2019	18491	CENTERPOINT ENERGY	217.01
			GAS 032019041819	136.81
			GAS 032019041819	80.20
145270	05/07/2019	85300	CHILDCARE CAREERS LLC	3,195.18
			CONTRACTED SERVICES AGREE	
145271	05/07/2019	87580	COMMUNITY NUTRITION OUTREACH SERV	682.50
			NUTRITIONAL CONTRACTED SE	

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145277	05/07/2019	87392	ENGIE RESOURCES INC	3,799.00
			ELECTRIC 032119042219	954.15
			ELECTRIC 032119042219	645.97
			ELECTRIC 032219042319	468.49

			ELECTRIC 032119042219	901.34
			ELECTRIC 032119042219	480.52
			ELECTRIC 032119042219	348.53
145278	05/07/2019	86181	EXECU TEAM STAFFING LP	6,520.80
			TEMP STAFF WE: 041419	686.40
			TEMP STAFF WE:040719	858.00
			TEMP STAFF WE:031019	858.00
			TEMP STAFF WE:032419	858.00
			TEMP STAFF WE:033119	858.00
			TEMPORARY SERVICES FOR 2	686.40
			TEMP STAFF WE:040719	858.00
			TEMP STAFF:WE 033119	858.00
145280	05/07/2019	87470	FRONTIER SOUTHWEST INCORPORATED	491.52
			PHONE 041919051819	323.02
			PHONE 032019041919	168.50
145285	05/07/2019	86562	HARRIS COUNTY FWSD #51	37.44
			WATER 032219042319	
145286	05/07/2019	85783	HARRIS COUNTY WATER CONTROL AND	258.83
			WATER 032319042419	
145290	05/07/2019	33040	CITY OF HOUSTON WATER	81.28
			WATER READ 042419	
145292	05/07/2019	33941	INDUSTRIAL FIRE EQUIPMENT COMPANY	117.39
			SAFETY INSPECTION AND TAG	
145300	05/07/2019	37208	CITY OF LA PORTE	165.76
			WATER 04/19	

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145310	05/07/2019	44980	OTC DIRECT INC - JOB NO 16/057KC	461.44
			13766497- GREEN PAPER	7.95
			13774367-YELLOW PAPER	7.95
			57-8010- POMPOM	11.56

			13659020- MEGA SUPERHERO	31.98
			5/720 MEGA STAMP	22.69
			13766487- BLACK PAPER	7.95
			14/1505- MAIL VEST	5.19
			14.1365- FIREFIGHTER VEST	5.19
			13774364- ORANGE PAPER	7.95
			1363970- GOOGLY EYES	5.19
			65/61077- NEAUTRAL PAPER	3.94
			57/4000 CHENILLE	10.76
			13756318- PIRATE VEST	3.77
			13761824- SCIENTIST VST	5.19
			5/387- MINI STUFFED ANIMA	46.39
			5/774- MEGA BENDABLE	32.74
			13747154- PAINT SET	85.78
			13761014- GLUE PACK	12.39
			14/1364- CONSTRUCT VEST	5.19
			13661095- GAM ASSORT	73.78
			4/8037- TOY ASSORT	0.42
			13774397- RED PAPER	7.95
			13766489- BLUE PAPER	7.95
			13818434- VELCRO TAPE	41.21
			14/1503- POLICE VEST	5.19
			14/1529 DOCTOR VEST	5.19
145321	05/07/2019	61927	VERIZON WIRELESS	1,293.77
			WIRELESS 032319042219	
145323	05/07/2019	62751	WASTE MANAGEMENT	921.00
			MONTHLY WASTE MAY19	95.26
			MONTHLY WASTE MAY19	79.45
			MONTHLY WASTE APR19	214.36
			MONTHLY WASTE APR19	150.89
			MONTHLY WASTE APR19	142.89
			MONTHLY WASTE APR19	142.89
			MONTHLY WASTE APR19	95.26
145325	05/07/2019	87916	ZENITH PREMIER INC	4,292.00
			CONTRACTED SERVICES AGREE	740.00
			CONTRACTED SERVICES AGREE	740.00
			CONTRACTED SERVICES AGREE	1,184.00
			CONTRACTED SERVICES AGREE	1,184.00
			CONTRACTED SERVICES AGREE	444.00
145390	05/14/2019	87353	AQUA TEXAS INC	4.01
			WATER READ 042519	
145391	05/14/2019	13871	AT&T CORP	408.68
			PHONE 042719052619	106.24
			PHONE 042419052619	174.37
			PHONE 042719052619	128.07
145397	05/14/2019	14892	CITY OF BAYTOWN	235.81
			WATER READ 04/15	
145407	05/14/2019	87392	ENGIE RESOURCES INC	807.05
			ELECTRIC 040119050119	
145427	05/14/2019	48800	RELIANT ENERGY	283.89
			ELECTRIC 031819041619	

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145429	05/14/2019	88246	MARIA REYES-SERRATO	14.50

145539	05/21/2019	13871	POLICY COUNCIL REIM AT&T CORP	287.20
			PHONE 050719060619	251.70
			PHONE 050719060619	35.50
145543	05/21/2019	18491	CENTERPOINT ENERGY	50.07
			GAS 041019051019	
145544	05/21/2019	85300	CHILDCARE CAREERS LLC	5,039.54
			CONTRACTED SERVICES AGREE	80.54
			CONTRACTED SERVICES AGREE	2,397.17
			CONTRACTED SERVICES AGREE	104.23
			CONTRACTED SERVICES AGREE	2,457.60
145546	05/21/2019	82495	COMCAST CORPORATION	235.62
			PHONE 051019060919	
145557	05/21/2019	86181	EXECU TEAM STAFFING LP	686.40
			TEMPORARY SERVICES FOR 2	
145559	05/21/2019	85146	JOURNEY OF FAITH UNITED METHODIST	4,000.00
			MONTHLY RENTAL FEE FEB.1-	
145562	05/21/2019	27819	HARRIS COUNTY FWSD	248.10
			WATER 032519042319	
145564	05/21/2019	29920	HARRIS COUNTY TREASURER	50.00
			MONTHLY RENTAL FEE FEB. 1-	
145565	05/21/2019	86598	HDW PRUETT TX LLC	15,951.57
			MONTHLY RENTAL FEE 02/01/	
145569	05/21/2019	33040	CITY OF HOUSTON WATER	262.39
			WATER READ 042319	
145570	05/21/2019	32920	CITY OF HOUSTON HEALTH DEPARTMENT	9,646.50
			MONTHLY RENTAL FEE FEB. 1	5,881.50
			MONTHLY RENTAL FEE FEB.1-	3,765.00
145572	05/21/2019	32531	HOUSTON ISD-FOOD SVCS DEPARTMENT	1,213.00
			ADULT FOOD AT ISD SITES:	537.50
			ADULT FOOD AT ISD SITES:	602.00
			ADULT FOOD AT ISD SITES:	73.50
145580	05/21/2019	83870	KQC INVESTORS, LLC	18,507.23
			MONTHLY RENTAL FEE FEB 1-	3,700.23
			MONTHLY RENTAL FEE FEB.1-	9,320.00
			MONTH RENTAL FEE FEB.1, -	5,487.00
145581	05/21/2019	88240	EMILY MARIE LANIGHAN	56.84
			APRIL MILEAGE	
145582	05/21/2019	88033	LETSOS COMPANY	664.35
			GAS TEST PERMIT	
145587	05/21/2019	88260	MCGRATH RENTCORP	387.90
			PORTABLE STORAGE	
145597	05/21/2019	87085	LAWRENCE SIMMONS	33.41
			POLICY COUNCIL REIMB.	
145606	05/21/2019	81224	TX DEPT OF FAMILY AND PROTECTIVE	166.00
			CHILD CARE FEE SCHEDU	

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145613	05/21/2019	87916	ZENITH PREMIER INC	7,704.00
			CONTRACTED SERVICES AGREE	544.00
			CONTRACTED SERVICES AGREE	592.00
			CONTRACTED SERVICES AGREE	592.00
			CONTRACTED SERVICES AGREE	592.00
			CONTRACTED SERVICES AGREE	148.00
			CONTRACTED SERVICES AGREE	200.00
			CONTRACTED SERVICES AGREE	444.00
			CONTRACTED SERVICES AGREE	1,036.00
			CONTRACTED SERVICES AGREE	1,188.00
			CONTRACTED SERVICES AGREE	740.00
			CONTRACTED SERVICES AGREE	444.00
			CONTRACTED SERVICES AGREE	592.00
			CONTRACTED SERVICES AGREE	592.00
145690	05/28/2019	81972	AT&T TELECONFERENCE SERVICES	1.53
			TELECONFERENCE APR19	
145701	05/28/2019	18491	CENTERPOINT ENERGY	62.58
			GAS 041119051019	
145702	05/28/2019	84158	CENTRAL TELEPHONE COMPANY OF TEXAS	424.74
			PHONE 051119061019	
145704	05/28/2019	85300	CHILDCARE CAREERS LLC	1,834.06
			CONTRACTED SERVICES AGREE	75.80
			CONTRACTED SERVICES AGREE	1,758.26
145711	05/28/2019	22957	DISCOUNT SCHOOL SUPPLY	928.85
			SUPER REST MAT	811.55
			BLUE CUBBIES	90.19
			FARMANIMAL SET OF6	17.81
			LOTSADOH MEGA PK	9.30
145713	05/28/2019	87392	ENGIE RESOURCES INC	1,262.28
			ELECTRIC 041019051019	437.02
			ELECTRIC 041119051319	825.26
145731	05/28/2019	35131	JAMES LEWIS CUNNINGHAM	900.00
			CONTRACTED SERVICES AGREE	
145733	05/28/2019	36910	LAKESHORE LEARNING MATERIALS	740.80
			INDESTRUCTIBLE MAT	
145735	05/28/2019	87249	LIQUID ENVIRONMENTAL OF TEXAS LLC	350.00
			QUARTERLY GREASE TRAP CLE	150.00
			QUARTERLY GREASE TRAP CLE	200.00
145767	05/28/2019	87916	ZENITH PREMIER INC	2,664.00
			CONTRACTED SERVICES AGREE	592.00
			CONTRACTED SERVICES AGREE	740.00
			CONTRACTED SERVICES AGREE	296.00
			CONTRACTED SERVICES AGREE	444.00
			CONTRACTED SERVICES AGREE	592.00

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V145332	05/07/2019	16155	MILK PRODUCTS LLC	2,124.35
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	151.51
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	82.53
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	192.14
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	96.07
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	68.98
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	192.14
			STUDENT FOOD - OPEN PURCH	54.18

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V145334	05/07/2019	17320	BUTLER BUSINESS PRODUCTS	1,987.35
			PENCIL SHARPENER #BOSEPS8	31.01
			FLASHLIGHT #EVEL152S	27.12
			SWIGLINE STAPLES SWI35481	16.61
			LOGITECH M325 MOUSE LOG91	31.91
			TRIPP LITE HDMI ADAPT TRP	14.57
			HANGING FOLDERS #SMD64055	16.78
			BALLPOINT PENS #BSN37501	6.54
			MEDLINE THERMOMETER MIIMD	201.25
			MONTHLY DESK PAD #REDC291	27.39
			RETRACTABLE PENS #BICRLC1	12.68
			BIC RETRACTABLE PENS #BIC	12.68
			STANDARD STAPLES #SWI3545	5.40
			BS D-RING BINDERS	21.60
			BS VYNIL GEM CLIPS SMALL	4.36
			FOAM MOUSE PAD BLK FEL917	19.88
			BLUELINE BUSINESS BOOKS R	8.52
			PILOT GEL RED INK PENS PI	19.86
			PILOT GEL BLK INK PENS PI	13.99
			SHARPIE PEN HIGHLIGHT SAN	15.42
			ADDRESS LABELS #AVE5160	26.83
			FLUORESCENT HIGHLIGHTERS	5.58
			TAB MANILA FOLDERS #BSN17	6.89
			POP-UP NOTES #MMMR33012AN	21.55
			MONTHLY DESK PAD #BLS1001	16.46
			ASTROBRIGHT CARD STOCK PA	51.24
			BS RUBBER BANDS BSN15743	4.11
			AVERY HEAVYDUTY BINDER AV	47.98
			KLEENEX TISSUES 3PK KCC37	7.69
			AVERY FLEXI VIEW BINDERS	14.06
			SMEAD FILE FOLDERS SMD104	27.50
			HIGHLAND TAPE MMM62003412	8.56
			BIC WITE-OUT TAPE #BICWOT	10.65
			NON-STICK SCISSORS #FSK01	9.99
			POST-IT DISPENSER MMMDS33	12.37
			AVERY SHEET PROTECT AVE75	2.24
			ROLODEX SWIVEL TOWER ROL6	10.79
			POST-IT STICKY NOTES MMM6	12.29
			BS PAPER CLIPS BSN65365	3.12
			AVERY FLEXI VIEW BINDERS	14.06
			CEP DESK TRAY CEP10020000	4.57
			WESTSCOTT 8" SCISSORS ACM	14.99
			LOGITECH M325 MOUSE LOG91	31.91
			CLASSIFICATION FOLDERS SP	1,114.35
V145348	05/07/2019	87755	KATHY S GREENWAY	41.76
			MARCH MILEAGE	

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V145350	05/07/2019	86933	HARDIES FRUIT & VEGETABLE CO	727.77
			STUDENT FOOD - OPEN PURCH	50.58
			STUDENT FOOD - OPEN PURCH	125.75
			STUDENT FOOD - OPEN PURCH	57.77
			STUDENT FOOD - OPEN PURCH	100.89
			STUDENT FOOD - OPEN PURCH	31.17
			STUDENT FOOD - OPEN PURCH	22.61
			STUDENT FOOD - OPEN PURCH	53.49
			STUDENT FOOD - OPEN PURCH	127.61
			STUDENT FOOD - OPEN PURCH	63.68
			STUDENT FOOD - OPEN PURCH	94.22
V145355	05/07/2019	31720	COPESAN SERVICES INC	293.21
			MONTHLY COMMERCIAL PEST C	41.50
			MONTHLY COMMERCIAL PEST C	41.50
			ADDITIONAL MONTHLY SNAKE	60.00
			MONTHLY COMMERCIAL PEST C	48.71
			MONTHLY COMMERCIAL PEST C	41.50
			ADDITIONAL MONTHLY SNAKE	60.00

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V145360	05/07/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	9,676.29
			BAG RECLOSABLE QUART 771-	14.00
			FILM, W CUTTER BX 004-142	39.03
			LINER, 60 GALL BLK 507-00	33.18
			PLATE, 9" NON LAM WHT 762	59.40
			LINER, 60 GAL WHT 573-900	18.51
			BAG, RECLOSABLE GALLON 77	15.71
			WIPER, BUSBOY 681-5779	33.92
			CUTLERY, SPOON BULK 891-5	7.90
			GLOVES, VYNIL LG 679-0034	27.08
			DETERGENT,DISH, DAWN 846-	54.76
			FILM W/ CUTTER BX 004-142	13.01
			NAPKIN, BEV WHT 671-7169	42.20
			APRON, WHT 678-0001	10.50
			BOWL, 6OZ FOAM 766-1002	70.40
			CUP, 4OZ FOAM 939-7676	19.88
			CUP, 6OZ FOAM 729-1503	18.08
			PLATE 9" NON LAM WHT 762-	14.85
			FOIL, ALUM 684-4001	30.28
			BAG, RECLOSABLE GALL 771-	15.71
			BAG, FOOD 2 GALL 795-5217	16.77
			CUTLERY, FORK, BULK 781-	15.80
			PAN LINER 714-3019	31.68
			LINER, 55 GAL CLEAR 573-1	22.36
			BAG RECLOSABLE QUART 771-	14.00
			STRAW SLIM/MILK 790-5102	41.61
			STUDENT FOOD - OPEN PURCH	271.44
			STUDENT FOOD - OPEN PURCH	1,064.24
			STUDENT FOOD - OPEN PURCH	585.13
			STUDENT FOOD - OPEN PURCH	674.08
			STUDENT FOOD - OPEN PURCH	1,304.61
			STUDENT FOOD - OPEN PURCH	779.58
			STUDENT FOOD - OPEN PURCH	441.36
			STUDENT FOOD - PURCHASE O	911.64
			STUDENT FOOD - OPEN PURCH	599.81
			STUDENT FOOD - OPEN PURCH	1,125.94
			STUDENT FOOD - OPEN PURCH	510.17
			STUDENT FOOD - OPEN PURCH	727.67
V145369	05/07/2019	47923	QSS, L.C	3,424.29
			MONTHLY MONITORING AND MA	136.25
			MONTHLY MONITORING AND MA	339.74
			MONTHLY MONITORING AND MA	136.25
			MONTHLY MONITORING AND MA	375.52
			MONTHLY MONITORING AND MA	237.50
			MONTHLY MONITORING AND MA	363.89
			MONTHLY MONITORING AND MA	346.36
			MONTHLY MONITORING AND MA	243.28
			MONTHLY MONITORING AND MA	217.50
			MONTHLY MONITORING AND MA	373.39
			MONTHLY MONTORING AND MAI	280.97
			MONTHLY MONITORING AND MA	373.64

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V145371	05/07/2019	84863	COLOR ONE SYSTEMS	503.00
			ASTHMA ACTION PLAN 9032-4	140.00
			AUTH. TO DISPENSE 9032-1	118.00
			INDIVIDUAL CARE PLAN 9032	125.00
			MEDICATION CHECK IN 9032-	120.00
V145451	05/14/2019	16155	MILK PRODUCTS LLC	2,125.03
			STUDENT FOOD - OPEN PURCH	177.34
			STUDENT FOOD - OPEN PURCH	177.34
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	128.66
			STUDENT FOOD - OPEN PURCH	142.95
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	123.16
			STUDENT FOOD - OPEN PURCH	176.09
			STUDENT FOOD - OPEN PURCH	142.95
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	108.36
V145455	05/14/2019	17320	BUTLER BUSINESS PRODUCTS	1,198.01
			TAB MANILA FOLDERS #BSN17	13.78
			HP 80X TONER #HEWCF280X	196.99
			MANILA FOLDERS # BSN95007	68.07
			BLACK TONER #BRTTN450	120.40
			FLUORESCENT HIGHLIGHTERS	8.37
			HP 80 ORIGINAL TONER #HEW	459.96
			HP 80A TONER #HEWCF280A	114.99
			HP26A TONER #HEWCF226A	126.99
			HAMMERMILL TIDAL PAPER #H	48.68
			ADDRESS LABELS #AVE5160	26.83
			PEN HIGHLIGHTERS #AVE2986	12.95
V145474	05/14/2019	86933	HARDIES FRUIT & VEGETABLE CO	568.97
			STUDENT FOOD - OPEN PURCH	87.94
			STUDENT FOOD - OPEN PURCH	94.32
			STUDENT FOOD - OPEN PURCH	97.86
			STUDENT FOOD - OPEN PURCH	59.08
			STUDENT FOOD - OPEN PURCH	110.58
			STUDENT FOOD - OPEN PURCH	71.77
			STUDENT FOOD - OPEN PURCH	47.42
V145479	05/14/2019	31720	COPELAN SERVICES INC	495.00
			CRAZY ANTS/PLAYGROUND	275.00
			POWERSPRAY CONTRACT	220.00
V145483	05/14/2019	52846	JULIE ANNE SMITH	2,975.00
			CONSULTANT WILL PROVIDE S	1,715.00
			CONSULTANT WILL PROVIDE S	1,260.00

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V145485	05/14/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	8,539.47
			STUDENT FOOD - OPEN PURCH	354.25
			STUDENT FOOD - PURCHASE O	892.50
			STUDENT FOOD - OPEN PURCH	438.35
			STUDENT FOOD - OPEN PURCH	466.76
			STUDENT FOOD - OPEN PURCH	472.48
			STUDENT FOOD - OPEN PURCH	554.04
			STUDENT FOOD - OPEN PURCH	871.36
			STUDENT FOOD - OPEN PURCH	1,332.07
			STUDENT FOOD - OPEN PURCH	850.67
			STUDENT FOOD - OPEN PURCH	585.18
			STUDENT FOOD - OPEN PURCH	13.42
			STUDENT FOOD - OPEN PURCH	842.34
			STUDENT FOOD - OPEN PURCH	399.98
			STUDENT FOOD - OPEN PURCH	13.42
			STUDENT FOOD - OPEN PURCH	452.65
V145511	05/14/2019	47923	QSS, L.C	677.28
			BATTERIES	96.66
			BATTERIES	146.66
			BATTERIES	287.30
			BATTERIES	146.66
V145521	05/14/2019	84620	BERTHA L ST JOHN	2,040.00
			DISABILITIES SERVICES CON	
V145618	05/21/2019	87929	LISA MICHELLE BOONE	171.68
			MARCH MILEAGE	82.94
			APRIL MILEAGE	88.74
V145619	05/21/2019	16155	MILK PRODUCTS LLC	2,225.20
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	190.89
			STUDENT FOOD - OPEN PURCH	123.16
			STUDENT FOOD - OPEN PURCH	204.43
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	121.91
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	121.91
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	176.09
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	67.73
V145620	05/21/2019	86597	RAMONA PHAE BURTON	188.50
			APRIL MILEAGE	
V145627	05/21/2019	87976	PATRECE LAJADE EXCEUS	4.64

V145633	05/21/2019	88023	MARCH MILEAGE STACY OLIVIA GONZALEZ APRIL MILEAGE	81.20
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V145635	05/21/2019	86933	HARDIES FRUIT & VEGETABLE CO	911.91
			POLICY COUNCIL FOOD	5.15
			POLICY COUNCIL FOOD	13.45
			STUDENT FOOD - OPEN PURCH	85.26
			HP ONION YELLOW DICE 0234	11.50
			TOMATO GRAPE LOCAL 03611	19.30
			HP ONION WHITE DICE 04528	17.55
			PEPER GREEN BELL CHOPPER	5.59
			STUDENT FOOD - OPEN PURCH	41.73
			STUDENT FOOD - OPEN PURCH	51.71
			STUDENT FOOD - OPEN PURCH	84.72
			ONION, GREEN 2# 00254	4.48
			CELERY, 3CT 528	2.98
			CUCUMBER, WHOLE 1034	3.33
			STUDENT FOOD - OPEN PURCH	80.76
			STUDENT FOOD - OPEN PURCH	77.75
			STUDENT FOOD - OPEN PURCH	108.09
			CARROT SHREDDED FINE 0049	10.70
			LETTUCE COMBO SALAD 01776	8.58
			RED BELL PEPPER, WHOLE 02	7.68
			LETTUCE-COMBO SALAD 5# 01	8.76
			STUDENT FOOD - OPEN PURCH	134.43
			STUDENT FOOD - OPEN PURCH	35.99
			STUDENT FOOD - OPEN PURCH	58.76
			ONION YELLOW, WHOLE 00002	2.42
			TOMATO, ROMA, LARGE 00003	4.40
			HP CELERY DICE 09772	14.10
			ONION GREEN CLEAN TRIM 02	12.74
V145638	05/21/2019	31720	COPESAN SERVICES INC	1,515.96
			POWERSPRAY CONTRACT	150.00
			POWERSPRAY CONTRACT	150.00
			POWERSPRAY CONTRACT	165.00
			POWERSPRAY CONTRACT	275.00
			RODENT CONTROL	65.00
			INT/EXT RODENT	65.00
			MONTHLY COMMERCIAL PEST C	49.25
			MONTHLY COMMERCIAL PEST C	41.50
			MONTHLY COMMERCIAL PEST C	41.50
			ADDITIONAL MONTHLY SNAKE	60.00
			INT/EXT RODENT	65.00
			RODENT CONTROL	65.00
			POWERSPRAY CONTRACT	275.00
			MONTHLY COMMERCIAL PEST C	48.71
V145639	05/21/2019	87455	JENNIFER LORRAINE HORN	291.16
			FEBRUARY MILEAGE	
V145645	05/21/2019	83846	JAMESE HAKIA STANCILL	72.50
			APRIL MILEAGE	65.54

V145646	05/21/2019	87546	MARCH MILEAGE	6.96
			KIM YVETTE JOHNSON	38.28
V145647	05/21/2019	52846	APRIL MILEAGE	
			JULIE ANNE SMITH	2,975.00
			CONSULTANT WILL PROVIDE S	1,610.00
			CONSULTANT WILL PROVIDE S	1,365.00
V145648	05/21/2019	87042	RODRIGUE GINO KAMAYA	219.24
			APRIL MILEAGE	

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V145651	05/21/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	7,314.88
			POTATO, REDSKIN 9023458	50.92
			ROLL, DINNER WHEAT 923004	23.56
			CUP, 6OZ FOAM 729-1503	18.08
			FISH, COD 1OZ 8825500	64.17
			FILM, W/ CUTTER BOX 004-1	13.01
			CUTLERY SPOON BULK 891-54	7.90
			PLATE, 6" NON LAM WHT 762	23.21
			ROSEMARY, SEASONING 61853	7.97
			LINER, 60 GAL WHT 573-900	18.51
			PLATE, 9" NON LAM WHT 762	29.70
			CUTLERY FORK, BULK 781-54	7.90
			STUDENT FOOD - PURCHASE O	579.38
			STUDENT FOOD - OPEN PURCH	816.11
			STUDENT FOOD - OPEN PURCH	428.59
			POLICY COUNCIL FOOD	9.82
			STUDENT FOOD - OPEN PURCH	1,159.71
			STUDENT FOOD - OPEN PURCH	918.90
			STUDENT FOOD - OPEN PURCH	-2.77
			STUDENT FOOD - OPEN PURCH	695.74
			STUDENT FOOD - OPEN PURCH	752.21
			STUDENT FOOD - OPEN PURCH	416.72
			STUDENT FOOD - OPEN PURCH	526.68
			STUDENT FOOD - OPEN PURCH	810.36
			STUDENT FOOD - PURCHASE O	-61.50
V145656	05/21/2019	87418	ADRIANE IEASHA MARKS	4.64
			APRIL MILEAGE	
V145657	05/21/2019	87959	TARA MICHELLE MCDONALD	46.40
			MARCH MILEAGE	
V145663	05/21/2019	83590	CESILIA A PEREIRA	291.74
			FEBRUARY MILEAGE	168.20
			MARCH MILEAGE	123.54
V145665	05/21/2019	87982	ISHAN IQBAL RAJANI	8.12
			APRIL MILEAGE	
V145666	05/21/2019	87753	LESLIE A RAMOS	31.90
			APRIL MILEAGE	
V145667	05/21/2019	87742	LENORA A REED	216.69
			APRIL MILEAGE	
V145675	05/21/2019	63205	HATTIE L WESTON	80.62
			APRIL MILEAGE	
V145676	05/21/2019	83007	DIEZLE WILLIAMS	28.42
			FEBRUARY MILEAGE	
V145677	05/21/2019	88175	ASHLEY MICHELLE WOOLRIDGE	6.38

V145678	05/21/2019	64845	APRIL MILEAGE ZIEBEN FOUNDATION PROPERTIES MONTHLY RENTAL FEE FEB. 1	5,384.45
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Fund: 2059 - HEAD START

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V145772	05/28/2019	16155	MILK PRODUCTS LLC	2,298.63
			STUDENT FOOD - OPEN PURCH	121.91
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	128.66
			STUDENT FOOD - OPEN PURCH	128.66
			STUDENT FOOD - OPEN PURCH	14.80
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	189.63
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	85.77
			STUDENT FOOD - OPEN PURCH	149.00
			STUDENT FOOD - OPEN PURCH	29.60
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	190.89
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	27.09
V145784	05/28/2019	86933	HARDIES FRUIT & VEGETABLE CO	977.84
			STUDENT FOOD - OPEN PURCH	48.73
			STUDENT FOOD - OPEN PURCH	72.60
			STUDENT FOOD - OPEN PURCH	69.08
			STUDENT FOOD - OPEN PURCH	47.77
			STUDENT FOOD - OPEN PURCH	80.60
			STUDENT FOOD - OPEN PURCH	62.57
			STUDENT FOOD - OPEN PURCH	63.45
			STUDENT FOOD - OPEN PURCH	52.30
			STUDENT FOOD - OPEN PURCH	63.41
			STUDENT FOOD - OPEN PURCH	203.59
			STUDENT FOOD - OPEN PURCH	70.81
			STUDENT FOOD - OPEN PURCH	99.74
			STUDENT FOOD - OPEN PURCH	43.19

V145786	05/28/2019	31720	COPESAN SERVICES INC	77.99
			GENERAL PEST CONTROL	46.75
			RODENT CONTROL	31.24
V145789	05/28/2019	35079	JACQUELINE D JEFFERY	16.24
			APRIL MILEAGE	

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Period: 9

Fund: 2059 - HEAD START

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V145794	05/28/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	5,126.27
			STUDENT FOOD - OPEN PURCH	257.79
			STUDENT FOOD - OPEN PURCH	142.56
			STUDENT FOOD - OPEN PURCH	317.38
			STUDENT FOOD - PURCHASE O	669.84
			STUDENT FOOD - OPEN PURCH	368.89
			STUDENT FOOD - OPEN PURCH	367.12
			STUDENT FOOD - OPEN PURCH	421.16
			STUDENT FOOD - OPEN PURCH	264.02
			STUDENT FOOD - OPEN PURCH	1,121.39
			STUDENT FOOD - OPEN PURCH	1,196.12
V145796	05/28/2019	88101	LISA LOUISE MANUEL NTABAAZI	169.36
			APRIL MILEAGE	
V145797	05/28/2019	83631	MARISSOL MONTALVO	32.48
			APRIL MILEAGE	
V145802	05/28/2019	84863	COLOR ONE SYSTEMS	128.00
			SPR- K12 ENGLISH POSTER #	64.00
			SPR K-12 POSTER SPANISH #	64.00
V145804	05/28/2019	63480	MELISSA FRIEDERICHS WILDER	44.66
			MARCH MILEAGE	

Number of checks in fund 2059 - HEAD START: 101

Amount total: **168,237.74**

Fund: 2069 - HEAD START TRAINING

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145409	05/14/2019	88274	ELNITA JACKSON FISHER	117.00
			2019 NHSA ANNUAL CONF	
145705	05/28/2019	80343	COLLABORATIVE FOR CHILDERN	6,175.00
			ON-SITE TRAININGS (2,755.00
			ON-SITE TRAININGS (3,420.00
V145478	05/14/2019	87762	YUDALCHIA C HODGE	117.00
			2019 NHSA ANNUAL CONF	
V145482	05/14/2019	84412	DEBBIE JONES	142.00
			2019 NHSA ANNUAL CONF	25.00
			2019 NHSA ANNUAL CONF	117.00
V145513	05/14/2019	48820	ODESSA TAIWAN RELIFORD	244.76
			2019 NHSA ANNUAL CONF	
V145662	05/21/2019	45798	VENETIA LYNN PEACOCK	122.59
			2019 NHSA ANNUAL CONF	9.19

Number of checks in fund 2069 - HEAD START TRAINING: 6

Amount total:

6,918.35**Fund: 2159 - EARLY HEADSTART OPERATION**

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145321	05/07/2019	61927	VERIZON WIRELESS WIRELESS 032319042219	121.82
145323	05/07/2019	62751	WASTE MANAGEMENT MONTHLY WASTE DISPOSAL SE	244.60
145325	05/07/2019	87916	ZENITH PREMIER INC CONTRACTED SERVICES AGREE	296.00
145397	05/14/2019	14892	CITY OF BAYTOWN WATER READ 4/15	214.16
145407	05/14/2019	87392	ENGIE RESOURCES INC ELECTRIC 040119050119	211.92

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Period: 9

Fund: 2159 - EARLY HEADSTART OPERATION

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145546	05/21/2019	82495	COMCAST CORPORATION PHONE 051019060919	383.21
145573	05/21/2019	87089	HT LAND COMPANY MONTHLY RENTAL FEE	5,000.00
145731	05/28/2019	35131	JAMES LEWIS CUNNINGHAM CONTRACTED SERVICES AGREE	100.00
145733	05/28/2019	36910	LAKESHORE LEARNING MATERIALS TOOTHBRUSH HOLDER SCREEN TOOTHBRUSH HOLDER HYGIENI	59.83 12.34 47.49
145767	05/28/2019	87916	ZENITH PREMIER INC CONTRACTED SERVICES AGREE	444.00
V145332	05/07/2019	16155	MILK PRODUCTS LLC STUDENT FOOD- OPEN PURCHA	58.50
V145336	05/07/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO CHILD CARE SERVICES.	1,756.00
V145358	05/07/2019	86996	JOHN G JONES LEARNING CENTER CHILD CARE SERVICES.	1,075.00
V145359	05/07/2019	87246	DESKOT LLC CHILD CARE SERVICES	3,135.00
V145360	05/07/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY BOWL, 6OZ FOAM 766-1002 CUTLERY SPOON BULK 891-54 CUP, 4OZ FOAM 939-7676 CUP, 4OZ FOAM 939-7676 FILM, SEAL W CUTTER BX 00 PLATE 9" NON LAM WHT 762- LINER, 60 GAL BLK 507-005 CLEANER, AJAX 549-9017 GLOVES POLY LG 679-5413 WIPER, BUSBOY 681-5779 CUTLERY, FORK BULK 781-54 CUP 6OZ FOAM 729-1503 PLATE 6" NON LAM WHT 762- BAG, RECLOSABLE 2 GALL 79 STUDENT FOOD - OPEN PURCH STUDENT FOOD - OPEN PURCH	1,136.11 140.80 23.70 99.40 19.88 23.75 89.10 99.54 19.97 28.28 33.92 23.70 108.48 116.05 16.77 161.24 131.53

V145363	05/07/2019	87247	LETS LEARN CHRISTIAN LEARNING CTR CHILD CARE SERVICES.	1,090.00
V145369	05/07/2019	47923	QSS, L.C MONTHLY MONITORING AND MA	389.98
V145371	05/07/2019	84863	COLOR ONE SYSTEMS INQUIRY LOG 8983-1 RECRUITMENT ACTIVITY LOG 18-19 PARENT CHECKLIST 89	126.00 44.00 40.00 42.00
V145451	05/14/2019	16155	MILK PRODUCTS LLC STUDENT FOOD- OPEN PURCHA	42.70
V145458	05/14/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO CHILD CARE SERVICES.	1,700.00
V145474	05/14/2019	86933	HARDIES FRUIT & VEGETABLE CO STUDENT FOOD- OPEN PURCHA	10.87
V145479	05/14/2019	31720	COPESAN SERVICES INC RODENT CONTROL RODENT CONTROL	80.00 40.00 40.00
V145481	05/14/2019	86996	JOHN G JONES LEARNING CENTER CHILD CARE SERVICES.	1,075.00

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Fund: 2159 - EARLY HEADSTART OPERATION

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V145483	05/14/2019	52846	JULIE ANNE SMITH PROFESSIONAL SERVICES ACC	420.00
V145484	05/14/2019	87246	DESKOT LLC CHILD CARE SERVICES	3,135.00
V145485	05/14/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY STUDENT FOOD - OPEN PURCH	164.64
V145488	05/14/2019	87247	LETS LEARN CHRISTIAN LEARNING CTR CHILD CARE SERVICES.	1,090.00
V145619	05/21/2019	16155	MILK PRODUCTS LLC STUDENT FOOD- OPEN PURCHA	34.20
V145622	05/21/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO CHILD CARE SERVICES.	1,756.00
V145643	05/21/2019	86996	JOHN G JONES LEARNING CENTER CHILD CARE SERVICES.	860.00
V145647	05/21/2019	52846	JULIE ANNE SMITH PROFESSIONAL SERVICES ACC	367.50
V145649	05/21/2019	87246	DESKOT LLC CHILD CARE SERVICES RAELYNN SAXTON ADJ	2,770.00 2,532.00 238.00
V145651	05/21/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY STUDENT FOOD - OPEN PURCH	143.34
V145652	05/21/2019	87247	LETS LEARN CHRISTIAN LEARNING CTR CHILD CARE SERVICES.	858.00
V145660	05/21/2019	80070	MARIA E ORTIZ LOREDO APRIL MILEAGE	40.02
V145679	05/21/2019	87142	ANA JULIA ZUNIGA JANUARY MILEAGE FEBRUARY MILEAGE	23.78 3.48 20.30
V145772	05/28/2019	16155	MILK PRODUCTS LLC STUDENT FOOD- OPEN PURCHA	58.50
V145775	05/28/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO CHILD CARE SERVICES.	1,840.00
V145790	05/28/2019	86996	JOHN G JONES LEARNING CENTER	1,060.00

V145793	05/28/2019	87246	CHILD CARE SERVICES. DESKOT LLC	3,100.00
V145794	05/28/2019	86944	CHILD CARE SERVICES LABATT INSTITUTIONAL SUPPLY COMPANY	138.60
V145795	05/28/2019	87247	STUDENT FOOD - OPEN PURCH LETS LEARN CHRISTIAN LEARNING CTR CHILD CARE SERVICES.	<u>1,055.00</u>

Number of checks in fund 2159 - EARLY HEADSTART OPERATION: **42**

Amount total:

37,665.28

Fund: 2169 - EARLY HEADSTART T&TA

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145548	05/21/2019	86642	COUNCIL FOR PROFESSIONAL RECOG. CDA APPLICATION PAYMENT F	425.00
145705	05/28/2019	80343	COLLABORATIVE FOR CHILDERN EHS TRAINING	2,375.00
			EHS TRAINING	380.00
V145513	05/14/2019	48820	ODESSA TAIWAN RELIFORD 2019 NHSA ANNUAL CONF	1,995.00
V145636	05/21/2019	87577	THERESA MARRIE HARRIS 2019 REGION VI WELLNE	144.00
				81.00

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Fund: 2169 - EARLY HEADSTART T&TA

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V145662	05/21/2019	45798	VENETIA LYNN PEACOCK 2019 NHSA ANNUAL CONF	13.62
			2019 NHSA ANNUAL CONF	1.02
				<u>12.60</u>

Number of checks in fund 2169 - EARLY HEADSTART T&TA: **5**

Amount total:

3,038.62

Fund: 2219 - DIST. LEARNING CAP. BUILD

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145598	05/21/2019	88265	LUCERO A SOSA ROSALES	313.92
			FEBRUARY MILEAGE	1.68
			JANUARY MILEAGE	9.05
			JANUARY MILEAGE	9.63
			APRIL MILEAGE	176.44
			APRIL MILEAGE	9.45
			JANUARY MILEAGE	9.63
			MARCH MILEAGE	46.23
			FEBRUARY MILEAGE	7.66
			JANUARY MILEAGE	9.05
			JANUARY MILEAGE	9.05
			FEBRUARY MILEAGE	7.37
			JANUARY MILEAGE	9.05
			JANUARY MILEAGE	<u>9.63</u>

Number of checks in fund 2219 - DIST. LEARNING CAP. BUILD: **1**

Amount total:

313.92

Fund: 2239 - FED-ADULT ED TANF

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145273	05/07/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	12.72
			COPY OVERAGE APR19	0.50
			COPY OVERAGE DEC18	4.55
			COPY OVERAGE APR19	0.89
			COPY OVERAGE DEC18	<u>1.81</u>

			COPY OVERAGE APR19	1.36
			COPY OVERAGE DEC18	1.24
			COPY OVERAGE APR19	0.18
			COPY OVERAGE DEC18	2.19
145404	05/14/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	12.44
			MAY 19 LEASE FEE	3.11
			MAY 19 LEASE FEE	3.11
			MAY 19 LEASE FEE	3.11
			MAY 19 LEASE FEE	3.11
145433	05/14/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH	15.00
			APR 19 LEASE CHARGES	
145600	05/21/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH	1.96
			APR 19 LEASE	
145611	05/21/2019	61927	VERIZON WIRELESS	34.98
			VERIZON 040819-050719	
145750	05/28/2019	86862	PS LIGHTWAVE INC	16.40
			ETHERNET JUNE 19	9.89
			ETHERNET JUNE 19	6.51

Number of checks in fund 2239 - FED-ADULT ED TANF: 6

Amount total: **93.50**

Fund: 2309 - FED-ADULT ED REGULAR

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
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Fund: 2309 - FED-ADULT ED REGULAR

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145273	05/07/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	254.23
			COPY OVERAGE APR19	27.21
			COPY OVERAGE DEC18	90.90
			COPY OVERAGE DEC18	43.80
			COPY OVERAGE APR19	17.70
			COPY OVERAGE APR19	3.57
			COPY OVERAGE DEC18	36.23
			COPY OVERAGE DEC18	24.86
			COPY OVERAGE APR19	9.96
145404	05/14/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	248.92
			MAY 19 LEASE FEE	62.23
			MAY 19 LEASE FEE	62.23
			MAY 19 LEASE FEE	62.23
			MAY 19 LEASE FEE	62.23
145426	05/14/2019	82243	REGION VI	1,500.00
			TABE TRAINING AT HCDE	
145433	05/14/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH	577.50
			APR 19 LEASE CHARGES	
145553	05/21/2019	87689	EDOPP SOLUTIONS LLC	9,990.00
			OPEN PURCHASE ORDER FOR W	2,280.00
			OPEN PURCHASE ORDER FOR W	3,720.00
			OPEN PURCHASE ORDER FOR W	3,990.00
145554	05/21/2019	87689	EDOPP SOLUTIONS LLC	2,660.00
			OPEN PURCHASE ORDER FOR W	
145600	05/21/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH	96.17
			APR 19 LEASE	
145611	05/21/2019	61927	VERIZON WIRELESS	1,346.90
			VERIZON 040819-050719	

145700	05/28/2019	18165	CDW GOVERNMENT INC	206.07
			ADOBE ACROBAT PRO-UPGRADE	51.27
			ADOBE ACROBAT PRO 2017 -L	154.80
145750	05/28/2019	86862	PS LIGHTWAVE INC	746.92
			ETHERNET JUNE 19	450.51
			ETHERNET JUNE 19	296.41
V145496	05/14/2019	80579	GUILLERMO MEDINA JR	378.04
			MARCH MILEAGE	
V145506	05/14/2019	44332	MAY O'BRIEN	602.30
			FEBRUARY MILEAGE	197.58
			MARCH MILEAGE	201.90
			JANUARY MILEAGE	202.82
V145514	05/14/2019	87978	STEPHANIE MICHELLE ROSS	68.15
			APRIL MILEAGE	
V145614	05/21/2019	87284	BELINDA JANE ACOSTA	79.69
			APRIL MILEAGE	
V145617	05/21/2019	81908	DAVID WAYNE BERRIER	171.85
			MARCH MILEAGE	55.56
			APRIL MILEAGE	116.29
V145626	05/21/2019	85142	SARA ESPINOZA	63.80
			APRIL MILEAGE	
V145644	05/21/2019	84006	DENISE JOHNSON	80.91
			FEBRUARY MILEAGE	
V145654	05/21/2019	85662	BEATRIZ LOPEZ	564.99
			MARCH MILEAGE	118.21
			FEBRUARY MILEAGE	133.92
			APRIL MILEAGE	312.86

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Fund: 2309 - FED-ADULT ED REGULAR

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V145655	05/21/2019	85203	CLAUDIA MAGALLAN	229.15
			FEBRUARY MILEAGE	83.98
			APRIL MILEAGE	145.17
V145658	05/21/2019	80579	GUILLERMO MEDINA JR	272.95
			APRIL MILEAGE	
V145659	05/21/2019	41818	RUSSELL G MUELLER	35.15
			APRIL MILEAGE	
V145791	05/28/2019	84006	DENISE JOHNSON	134.80
			MARCH MILEAGE	16.94
			APRIL MILEAGE	117.86
V145798	05/28/2019	44332	MAY O'BRIEN	117.81
			APRIL MILEAGE	

Number of checks in fund 2309 - FED-ADULT ED REGULAR: 23

Amount total:

20,426.30

Fund: 2349 - FED-ADULT ED-EL/CIVICS

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145273	05/07/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	44.48
			COPY OVERAGE APR19	1.74
			COPY OVERAGE APR19	4.76
			COPY OVERAGE DEC18	15.91
			COPY OVERAGE DEC18	6.34
			COPY OVERAGE APR19	3.10
			COPY OVERAGE APR19	0.62
			COPY OVERAGE DEC18	7.66

			COPY OVERAGE DEC18	4.35
145403	05/14/2019	87646	CONROE WELDING SUPPLY INC	56.00
			INSTRUCTIONAL MATERIAL FO	
145404	05/14/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	43.56
			MAY 19 LEASE FEE	10.89
			MAY 19 LEASE FEE	10.89
			MAY 19 LEASE FEE	10.89
			MAY 19 LEASE FEE	10.89
145433	05/14/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH	52.50
			APR 19 LEASE CHARGES	
145600	05/21/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH	6.87
			APR 19 LEASE	
145611	05/21/2019	61927	VERIZON WIRELESS	367.34
			VERIZON 040819-050719	122.45
			VERIZON 040819-050719	244.89
145750	05/28/2019	86862	PS LIGHTWAVE INC	57.46
			ETHERNET JUNE 19	22.80
			ETHERNET JUNE 19	34.66
V145774	05/28/2019	17320	BUTLER BUSINESS PRODUCTS	30.20
			BINDER, VIEW, ROUND, 1",	

Number of checks in fund 2349 - FED-ADULT ED-EL/CIVICS: 8

Amount total:

658.41

Fund: 2679 - FED 21ST CENTURY CYC 9

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145387	05/14/2019	10960	ALDINE INDEPENDENT SCHOOL DISTRICT	26,494.62
			DREW ACADE FEB19	12,849.58
			DREW ACADE JAN19	13,645.04
145388	05/14/2019	84484	ALIEF INDEPENDENT SCHOOL DISTRICT	20,953.08
			ALBRIGHT MI DEC18	11,955.12
			ALBRIGHT MID JAN19	8,997.96

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Fund: 2679 - FED 21ST CENTURY CYC 9

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145411	05/14/2019	27070	GALENA PARK ISD	17,773.79
			NORTHSHORE9 JAN19	5,575.16
			NORTHSHORE 9 FEB19	12,198.63
145415	05/14/2019	33610	HUMBLE INDEPENDENT SCHOOL DISTRICT	40,155.78
			STERLING M OCT18	9,610.97
			STERLING M DEC18	10,228.06
			STERLING M SEPT18	5,980.50
			STERLING MID AUG18	5,363.72
			STERLING M NOV18	8,972.53
145431	05/14/2019	83777	SOUTHWEST CHARTER SCHOOL	11,189.06
			SOUTHWEST MID FEB19	
145432	05/14/2019	53950	SPRING INDEPENDENT SCHOOL DISTRICT	20,353.09
			BAMMEL MID JAN19	10,291.59
			BAMMEL MID DEC18	10,061.50
145571	05/21/2019	32530	HOUSTON ISD	44,940.04
			CHANEZ FEB19	20,393.12
			CHAVEZ JAN19	11,610.63
			CHAVES DEC18	12,936.29
145575	05/21/2019	87169	WESTAT INC	550.00
			REGISTRATION FEE	
145596	05/21/2019	52120	SHELDON INDEPENDENT SCHOOL DISTRICT	12,978.70

			NULL FEB19	
145680	05/28/2019	86913	5 STAR ACADEMY	900.00
			21ST CENTURY AFTERSCHOOL	300.00
			21ST CENTURY AFTERSCHOOL	600.00
145683	05/28/2019	10960	ALDINE INDEPENDENT SCHOOL DISTRICT	9,392.04
			DREW MAR19	
145684	05/28/2019	84484	ALIEF INDEPENDENT SCHOOL DISTRICT	22,328.51
			ALBRIGHT MI FEB19	11,997.36
			ALBRIGHT MI MAR19	10,331.15
145718	05/28/2019	27070	GALENA PARK ISD	14,239.80
			NORTH SHORE 9 MAR19	
145727	05/28/2019	32530	HOUSTON ISD	10,162.64
			CHAVEZ MAR19	
145745	05/28/2019	45610	PASADENA ISD	25,364.63
			SOUTH HOU FEB19	12,233.25
			SOUTH HOU MAR19	13,131.38
145752	05/28/2019	52120	SHELDON INDEPENDENT SCHOOL DISTRICT	10,658.22
			NULL MIDD MAR19	
145753	05/28/2019	83777	SOUTHWEST CHARTER SCHOOL	11,354.91
			SOUTHWEST MAR19	
V145632	05/21/2019	88216	MARIO XAVIER GARCIA	78.71
			MARCH MILEAGE	
V145774	05/28/2019	17320	BUTLER BUSINESS PRODUCTS	40.61
			BIC XTRA STRONG NO. 2 MEC	11.24
			PAPER MATE CLEARPOINT MEC	23.12
			PENTEL SUPER HI-POLYMER 0	6.25

Number of checks in fund 2679 - FED 21ST CENTURY CYC 9: 19

Amount total: **299,908.23**

Fund: 2689 - FED 21ST CENTURY CYCLE 10

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145255	05/07/2019	86913	5 STAR ACADEMY	450.00
			21ST AFTERSCHOOL PROGRAM	

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Fund: 2689 - FED 21ST CENTURY CYCLE 10

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145385	05/14/2019	83547	AAMA, INC.	49,671.83
			GEORGE SANCHEZ JAN19	8,068.59
			GEORGE SANCHEZ DEC18	9,106.36
			GEORGE SANCHEZ OCT18	11,235.42
			GEORGE SANCHEZ SEPT18	7,990.98
			GEORGE SANCHEZ AUG18	5,275.71
			GEORGE SANCHEZ NOV18	7,994.77
145394	05/14/2019	43683	NEIGHBORHOOD CENTERS INC	50,103.56
			PROMISE COMMUNI NOV18	9,563.50
			PROMISE COMMUNI OCT18	9,833.89
			PROMISE COMMUNI DEC18	10,541.15
			PROMISE COMMUN SEPT18	9,680.99
			PROMISE COMMUNI JAN19	10,484.03
145411	05/14/2019	27070	GALENA PARK ISD	27,660.75
			TICE ELE JAN19	10,306.27
			WILLIAMSON ELE JAN19	10,267.45
			NORTHSHORE ELE JAN19	7,087.03
145430	05/14/2019	52120	SHELDON INDEPENDENT SCHOOL DISTRICT	23,791.61

			C.E. KING MID JAN19	12,669.48
			ROYALWOOD JAN19	11,122.13
145431	05/14/2019	83777	SOUTHWEST CHARTER SCHOOL	8,323.74
			SOUTHWEST BISS JAN19	
145575	05/21/2019	87169	WESTAT INC	550.00
			REGISTRATION FEE	
145681	05/28/2019	83547	AAMA, INC.	8,811.90
			GEORGE SANCHEZ FEB19	
145692	05/28/2019	43683	NEIGHBORHOOD CENTERS INC	15,939.61
			PROMISE MAR19	7,486.10
			PROMISE FEB19	8,453.51
145718	05/28/2019	27070	GALENA PARK ISD	63,091.05
			NORTH SHORE ELE FEB19	8,777.11
			NORTH SHORE MAR19	11,479.74
			TICE MAR19	6,953.19
			WILLIAMSON MAR19	13,252.76
			WILLIAMSON FEB19	12,509.14
			TICE FEB19	10,119.11
145752	05/28/2019	52120	SHELDON INDEPENDENT SCHOOL DISTRICT	81,609.36
			C.E. KING MID FEB19	10,582.33
			C.E. KING MID MAR19	11,258.26
			C.E. KING MID MAR19	10,157.77
			C.E. KING MID FEB19	11,699.25
			ROYALWOOD FEB19	16,150.33
			C.E. KING HIGH JAN19	9,430.70
			ROYALWOOD MAR19	12,330.72
145753	05/28/2019	83777	SOUTHWEST CHARTER SCHOOL	24,299.06
			SOUTHWEST BIS MAR19	10,574.01
			SOUTHWEST BIS FEB19	13,725.05
145757	05/28/2019	86200	TEJANO CENTER FOR COMMUNITY CONCERN	39,973.46
			RAUL YZAGUIRRE OCT18	3,277.59
			RAUL YZAGUIRRE NOV18	13,860.98
			RAUL YZAGUIRRE JAN19	8,566.17
			RAUL YZAGUIRRE DEC18	14,268.72
V145456	05/14/2019	88083	JASMINE IVAH CASTLEBERRY	184.21
			APRIL MILEAGE	

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Fund: 2689 - FED 21ST CENTURY CYCLE 10

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V145520	05/14/2019	87574	MONIQUE JALAYNE SMITH	71.63
			MARCH MILEAGE	25.64
			FEBRUARY MILEAGE	45.99
V145670	05/21/2019	87574	MONIQUE JALAYNE SMITH	57.94
			APRIL MILEAGE	

Number of checks in fund 2689 - FED 21ST CENTURY CYCLE 10: 16

Amount total:

394,589.71

Fund: 2888 - FED-AFTER SCHOOL PTNRSHIP

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145287	05/07/2019	88223	JOY SOUTHARD	1,875.00
			PROVIDE AN AFTERSCHOOL LI	625.00
			PROVIDE AN AFTERSCHOOL LI	625.00
			PROVIDE AN AFTERSCHOOL LI	625.00
145306	05/07/2019	87653	MARKETING MAGIC INTERNATIONAL LTD	598.10

			RUN CHARGE	137.50
			ESTIMATED SHIPPING/HANDLI	57.35
			1/2" THICK CLEAR ACRYLIC	354.25
			SCREEN CHARGE	49.00
145319	05/07/2019	60680	TROXELL COMMUNICATIONS INC	2,445.00
			MISCELLANEOUS HARDWARE D	295.00
			HCDE-CONFERENCE ROOM 304	2,150.00
145560	05/21/2019	86397	FORUM FOR YOUTH INVESTMENT	475.00
			YOUTH PQA EXTERNAL ASSESS	
V145455	05/14/2019	17320	BUTLER BUSINESS PRODUCTS	171.19
			BINDER, VIEW, RR, .5, WHT	37.00
			TRIMMER, SPARKLE, SLV	11.10
			CABINET, DRAWER, PLASTIC,	55.19
			BINDER, VIEW, RR, 1, WHT	55.50
			SLEEVES, CD KEEPER, CL, 5	5.71
			INSERT, SPINE, BNDR, .5,	6.69
V145621	05/21/2019	17320	BUTLER BUSINESS PRODUCTS	322.50
			RUBIKSCUBE 3X3	

Number of checks in fund 2888 - FED-AFTER SCHOOL PTNRSHIP: 6

Amount total:

5,886.79

Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145256	05/07/2019	82169	ACADEMY OF ACCELERATED LEARNING	25,631.80
			ACADEMY OF ACCELERATED LE	4,429.25
			ACADEMY OF ACCELERATED LE	3,016.00
			ACADEMY OF ACCELERATED LE	5,041.98
			ACADEMY OF ACCELERATED LE	3,280.37
			ACADEMY OF ACCELERATED LE	4,695.70
			ACADEMY OF ACCELERATED LE	5,168.50
145260	05/07/2019	80898	THE ARTIST BOAT INC	500.00
			SELECT SERVICES PROGRAM A	
145263	05/07/2019	86986	LISA K BAILEY	2,250.00
			PROVIDE SERVICES AS AN EX	750.00
			PROVIDE SERVICES AS AN EX	750.00
			PROVIDE SERVICES AS AN EX	750.00
145265	05/07/2019	84341	BOT SHOP, LLC	1,000.00
			SELECT SERVICES PROGRAM A	

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Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145276	05/07/2019	87689	EDOPP SOLUTIONS LLC	9,990.00
			PROVIDE SERVICES AS EXTER	3,720.00
			PROVIDE SERVICES AS EXTER	3,990.00
			PROVIDE SERVICES AS EXTER	2,280.00
145283	05/07/2019	28230	BH GOODMAN BUS SERVICE INC	5,296.20
			BUSES KIDS DAY- FRAZIER E	320.10
			BUSES KIDS DAY-RAYMOND EL	310.40
			CARROLL	378.30
			BUSES KIDS DAY- OUTLEY EL	378.30
			BUSES KIDS DAY-BENBROOK E	300.70
			BUSES KIDS DAY- GARRETT/S	354.05
			BUSES KIDS DAY-LIESTMAN/	354.05

			BUSES KIDS DAY- ACADEMY O	300.70
			BRISCOE	354.05
			CUMMINGS	383.15
			BUSES KIDS DAY- HELFIN EL	383.15
			BUSES KIDS DAY- MAHANAY E	383.15
			BUSES KIDS DAY- MILLER IN	412.25
			BUSES KIDS DAY- MARTIN EL	339.50
			BUSES KIDS DAY- WHIDBY EL	344.35
145293	05/07/2019	88224	INITIATIVES FOR HEALTHY COMMUNITIES	11,000.00
			INITIATIVES FOR HEALTHY C	1,892.00
			INITIATIVES FOR HEALTHY C	1,071.00
			INITIATIVES FOR HEALTHY C	3,288.00
			INITIATIVES FOR HEALTHY C	1,044.00
			INITIATIVES FOR HEALTHY C	3,705.00
145294	05/07/2019	82325	CSCRM INC DBA JUMP BUNCH	1,050.00
			SELECT SERVICES PROGRAM A	600.00
			SELECT SERVICES PROGRAM A	450.00
145296	05/07/2019	85923	DARAKHSHAN M MEMON	1,350.00
			SELECT SERVICES PROGRAM A	
145299	05/07/2019	87609	LANGUAGE KIDS HOUSTON, LLC	1,095.00
			SELECT SERVICES PROGRAM A	
145301	05/07/2019	87354	ARCHIE D CRAFT	4,400.00
			SELECT SERVICES PROGRAM A	
145303	05/07/2019	88229	KRISTIN MILLER	600.00
			SPRING SYMPOSIUM	
145307	05/07/2019	87610	MATH-A-MATICS TUTORING, LLC	6,000.00
			SELECT SERVICES PROGRAM A	
145308	05/07/2019	80510	MULTICULTURAL LITERACY CENTER	1,625.00
			SELECT SERVICES PROGRAM A	875.00
			SELECT SERVICES PROGRAM A	750.00
145309	05/07/2019	86858	HAPPY COLORS PRODUCTIONS LLC	1,110.00
			PROVIDE AN AFTERSCHOOL SC	555.00
			SELECT SERVICES PROGRAM A	555.00
145311	05/07/2019	45610	PASADENA ISD	17,262.21
			PASADENA ISD-FRAIZER ELEM	3,427.57
			PASADENA ISD-FRAIZER ELEM	4,612.96
			PASADENA ISD-FRAIZER ELEM	4,565.50
			PASADENA ISD-FRAIZER ELEM	4,656.18

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145314	05/07/2019	50480	S & S WORLDWIDE INC	224.39
			INSECT LORE GIANT BUTTERF	23.99
			BLACK FISKARS ERGONOMIC G	103.17
			CLEAR S&S WORLDWIDE BUG S	16.44
			NATURAL EARTHGRO POTTING	41.32
			S&S WORLDWIDE ZINNIA FLOW	39.47
145375	05/07/2019	84484	ALIEF INDEPENDENT SCHOOL DISTRICT	1,557.25
			ALIEF ISD-MAHANAY ELEMENT	
145376	05/07/2019	11200	ALIEF INDEPENDENT SCHOOL DISTRICT	7,879.37

			OUTLEY JAN 19	2,067.40
			CUMMINGS JAN 19	608.66
			MARTIN JAN 19	1,305.31
			MILLER JAN19	1,125.04
			LIESTMAN JAN 19	1,337.34
			HEFLIN JAN 19	1,435.62
145378	05/07/2019	32530	HOUSTON ISD	39,532.68
			PARK PLACE MAR 19	2,950.27
			WHITE MAR 19	1,195.77
			BRISCOE MAR 19	1,611.77
			BENBROOK FEB 19	4,357.87
			BENBROOK MAR 19	4,737.39
			WHITE FEB 19	5,541.70
			WHIDBY JAN 19	4,044.94
			LYONS FEB 19	4,353.83
			LYONS MAR 19	3,925.32
			WHIDBY FEB 19	4,184.53
			WHIDBY MAR 19	399.58
			BRISCOE FEB 19	2,229.71
145388	05/14/2019	84484	ALIEF INDEPENDENT SCHOOL DISTRICT	3,065.94
			MAHANAY ELE DEC18	1,225.00
			MAHANAY FEB19	870.93
			MAHANAY NOV18	970.01
145389	05/14/2019	11200	ALIEF INDEPENDENT SCHOOL DISTRICT	4,127.29
			CUMMINGS FEB19	597.60
			OUTLEY FEB19	687.43
			MARTIN FEB19	702.99
			MILLER FEB19	1,265.95
			LIESTMAN FEB19	420.93
			HEFLIN FEB19	452.39
145393	05/14/2019	86986	LISA K BAILEY	675.00
			PAYMENT FOR LISA K. B	
145398	05/14/2019	84341	BOT SHOP, LLC	1,060.00
			SELECT SERVICES PROGRAM A	
145410	05/14/2019	87809	SHERIAN G DOYLE	1,200.00
			PROVDE AN AFTERSCHOOL CUL	
145416	05/14/2019	87005	TIFFANY RACHANN MCMILLER	1,725.00
			SELECT SERVICES PROGRAM A	
145550	05/21/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	43.63
			OCT18 LEASE FEES	8.65
			NOV18 LEASE FEES	17.05
			DEC18 COPIER FEES	17.93

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Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145553	05/21/2019	87689	EDOPP SOLUTIONS LLC	-8,490.00
			PROVIDE SERVICES AS EXTER	-3,720.00
			PROVIDE SERVICES AS EXTER	1,500.00
			PROVIDE SERVICES AS EXTER	-3,990.00
			PROVIDE SERVICES AS EXTER	-2,280.00
145575	05/21/2019	87169	WESTAT INC	2,475.00

			REGISTRATION FEE	2,200.00
			REGISTRATION FEE	275.00
145589	05/21/2019	81814	ONESTAR FOUNDATION	4,516.36
			VISTA PROGRAM HOST SITE F	
145683	05/28/2019	10960	ALDINE INDEPENDENT SCHOOL DISTRICT	4,730.58
			RAYMOND APR19	
145684	05/28/2019	84484	ALIEF INDEPENDENT SCHOOL DISTRICT	3,241.29
			MAHANAY MAR19	
145685	05/28/2019	11200	ALIEF INDEPENDENT SCHOOL DISTRICT	10,169.95
			OUTLEY MAR19	2,360.21
			MILLER INT MAR19	2,500.90
			MARTIN MAR19	612.09
			HEFLIN MAR19	1,389.16
			LIESTMAN MAR19	1,000.00
			CUMMINGS MAR19	2,307.59
145688	05/28/2019	80898	THE ARTIST BOAT INC	2,000.00
			SELECT SERVICES PROGRAM A	
145698	05/28/2019	87298	IVAN CAMARENA	2,300.00
			SELECT SERVICES PROGRAM A	
145726	05/28/2019	85958	CHRISTOPHER GEORGE CORTEZ	2,400.00
			PROVIDE DANCE AND FITNESS	1,800.00
			SELECT SERVICES PROGRAM A	600.00
145727	05/28/2019	32530	HOUSTON ISD	23,990.89
			WHIDBY APR19	1,020.70
			BRISCOE APR19	2,944.95
			BENBROOK APR19	11,535.91
			LYONS APR19	1,624.78
			PARK PLACE OCT18	3,961.64
			WHITE APR19	2,902.91
145745	05/28/2019	45610	PASADENA ISD	4,631.58
			FRAZIER ARP19	
145752	05/28/2019	52120	SHELDON INDEPENDENT SCHOOL DISTRICT	23,755.87
			GARRETT FEB19	2,169.75
			GARRETT JAN19	2,526.59
			CARROLL ELE JAN19	325.63
			SHELDON ELE FEB19	2,482.02
			SHELDON ELE DEC18	3,471.77
			CARROLL ELE DEC18	5,787.20
			SHELDON ELE JAN19	2,937.05
			GARRETT DEC18	4,055.86
145761	05/28/2019	82161	URBAN HARVEST	2,540.00
			SELECT SERVICES PROGRAM A	760.00
			SELECT SERVICES PROGRAM A	1,140.00
			SELECT SERVICES PROGRAM A	640.00
145766	05/28/2019	64450	WRITERS IN THE SCHOOLS	400.00
			FOR THE RETREAT; STAFF TR	

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Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V145334	05/07/2019	17320	BUTLER BUSINESS PRODUCTS	151.41
			ZIPLOC BRAND 2-GALLON STO	42.32
			ACME UNITED PLASTIC MANUA	73.20

V145338	05/07/2019	86857	ZIPLOC BRAND SEAL TOP GAL	35.89
			MARSHA DORSEY OUTLAW	2,070.00
			SELECT SERVICES PROGRAM A	
V145457	05/14/2019	87526	JACQUELINE MARA CHAVEZ	32.42
			APRIL MILEAGE	
V145504	05/14/2019	86800	BRANDI KESSEE NICHOLS	194.36
			MARCH MILEAGE	76.85
			APRIL MILEAGE	117.51
V145768	05/28/2019	86987	DYRUN ENTERPRISES INC	1,875.00
			PROVIDE SERVICE AS AN EXT	
V145776	05/28/2019	87018	COLOR OF LIFE COMMUNITY RESOURCE &	250.00
			FACILITATE A FINANCIAL LI	
V145788	05/28/2019	87484	ADRIAN IZAGUIRRE	94.55
			APRIL MILEAGE	

Number of checks in fund 2889 - FED-AFTER SCHOOL PTNRSHIP: **48**

Amount total: **234,580.02**

Fund: 3819 - STATE ADULT ED

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145273	05/07/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	324.15
			COPY OVERAGE DEC18	46.19
			COPY OVERAGE APR19	34.69
			COPY OVERAGE DEC18	115.90
			COPY OVERAGE APR19	4.55
			COPY OVERAGE DEC18	55.84
			COPY OVERAGE APR19	12.70
			COPY OVERAGE APR19	22.58
			COPY OVERAGE DEC18	31.70
145404	05/14/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	317.36
			MAY 19 LEASE FEE	79.34
			MAY 19 LEASE FEE	79.34
			MAY 19 LEASE FEE	79.34
			MAY 19 LEASE FEE	79.34
V145514	05/14/2019	87978	STEPHANIE MICHELLE ROSS	68.15
			APRIL MILEAGE	

Number of checks in fund 3819 - STATE ADULT ED: **3**

Amount total: **709.66**

Fund: 4679 - LOC-CITY OF HOUSTON

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145682	05/28/2019	88109	A-I-R PROJECT	1,000.00
			CITY OF HOUSTON CITY CONN	
145700	05/28/2019	18165	CDW GOVERNMENT INC	44.09
			HARD DRIVE 1TB SEAGATE BA	
145712	05/28/2019	87843	EDISON ARTS FOUNDATION INC	3,000.00
			CITY OF HOUSTON CITY CONN	
145728	05/28/2019	86092	HOUSTON YOUTH SYMPHONY AND BALLET	1,000.00
			CITY OF HOUSTON CITY CONN	
V145773	05/28/2019	86717	BRENTWOOD COMMUNITY FOUNDATION	2,000.00
			CITY OF HOUSTON CITY CONN	

Number of checks in fund 4679 - LOC-CITY OF HOUSTON: **5**

Amount total: **7,044.09**

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Fund: 4799 - LOC HEAD START IN-KIND

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
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145420	05/14/2019	36910	LAKESHORE LEARNING MATERIALS	326.65
			DA362- 6" GEOBOARDS - 6	16.14
			GG843- TEN-FRAMES STUDENT	5.69
			FF534- TISSUE SQUARES	12.34
			FF959- 5- SCENE CARDS	14.24
			DA910- PLASTIC PATTERN BL	18.99
			JJ315- SOUNGS BINGO	10.44
			LC351- SPANISH ALPHABET	37.99
			JJ314- COLORS BINGO	10.44
			JJ312- NUMBERS BINGO	10.44
			TT600X- MAGNETIC ROD SET	80.75
			EV212- DOT ART	15.19
			JJ311- ALPHABET BINGO	20.88
			AA371- ZIP SNAP BUTTON	37.99
			LL139- TWEEZER TONG SET	6.64
			DD759-MAGNETIC CATEGORY R	28.49
Number of checks in fund 4799 - LOC HEAD START IN-KIND: 1				
Amount total:				326.65

Fund: 4989 - LOC-OTHER LOCAL GRANTS

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145304	05/07/2019	87137	LITTLE SCIENTIST INC	740.00
			TRANSPORTATION 4/27	50.00
			DEMO BOOTH 4/27/19	345.00
			DEMO BOOTH 4/27/19	345.00
145306	05/07/2019	87653	MARKETING MAGIC INTERNATIONAL LTD	575.96
			LESS THAN MINIMUM CHARGE	50.00
			SET-UP FOR THE AWARD	40.00
			ENGRAVING ON THE SILVER P	12.00
			SHIPPING	46.46
			ECOBOT CHALLENGE SYNERGY	427.50
145696	05/28/2019	84341	BOT SHOP, LLC	800.00
			ECOBOT ECO-GENIUS	
145708	05/28/2019	84862	CYPRESS FAIRBANKS ISD	2,184.00
			BREAKFAST ON A PRETZEL	342.00
			SANDWICH BOX LUNCH-CLASSI	1,080.00
			FAN FAIR	216.00
			SWEET TOOTH	180.00
			6:15 AM - 10:30 AM BREAKF	306.00
			6:45 AM - 4:00 PM BEVERAG	60.00
145729	05/28/2019	34705	J HARDING & CO	1,729.35
			GILDAN HEAVY COTTON 100%	94.00
			GILDAN ULTRA COTTON 100%	52.00
			GILDAN HEAVY COTTON 100%	49.50
			PORT & COMPANY ESSENTIAL	301.50
			GILDAN HEAVY COTTON 100%	47.00
			GILDAN HEAVY COTTON 100%	19.80
			GILDAN ULTRA COTTON 100%	20.80
			GILDAN HEAVY COTTON 100%	370.00
			GILDAN HEAVY COTTON 100%	370.00
			PORT & COMPANY ESSENTIAL	61.25
			GILDAN HEAVY COTTON 100%	49.50
			GILDAN HEAVY COTTON 100%	148.00
			GILDAN HEAVY COTTON 100%	94.00
			GILDAN ULTRA COTTON 100%	52.00

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Number of checks in fund 4989 - LOC-OTHER LOCAL GRANTS: 5

Amount total:

6,029.31**Fund: 7119 - CHOICE PARTNERS**

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145264	05/07/2019	88252	SSS LAND DEVELOPMENT DEPOSIT FOR 2019 - 2020 A	5,500.00
145267	05/07/2019	18165	CDW GOVERNMENT INC ADOBE ACROBAT PRO - RENEW	51.27
145273	05/07/2019	87489	DAHILL OFFICE TECHNOLOGY CORP DAHILL COPIER OVERAGE AND	41.31
145320	05/07/2019	60940	UNITED PARCEL SERVICE POSTAGE POSTAGE	23.55 11.74 11.81
145423	05/14/2019	88270	NATIONAL COALITION FOR PUBLIC COOPERATIVE PARTNERS	10,000.00
145435	05/14/2019	57378	TEXAS ASSOCIATION OF SCHOOL ADMIN ADVERTI PRINTING	700.00
145568	05/21/2019	32350	HOUSTON CHRONICLE ADVERTISING FOR CHOICE PA	234.32
145611	05/21/2019	61927	VERIZON WIRELESS VERIZON 040819-050719	367.96
145724	05/28/2019	32350	HOUSTON CHRONICLE ADVERTISING FOR CHOICE PA ADVERTISING FOR CHOICE PA ADVERTISING FOR CHOICE PA ADVERTISING FOR CHOICE PA	1,087.22 251.96 243.14 296.06 296.06
V145335	05/07/2019	86611	KAREN JEANINE CHESKY TEXAS LIBRARY ASSOCIA TEXAS LIBRARY ASSOCIA	273.86 90.00 183.86
V145342	05/07/2019	82002	DON ELDER JR FIELD CONSULTANT DAILY RA	1,050.00
V145343	05/07/2019	85947	F&S CALHOUN CONSULTING INC FIELD CONSULTANT DAILY RA FIELD CONSULTANT REIMBURS	1,493.94 1,300.00 193.94
V145349	05/07/2019	87910	ANN MARIE HARBOUR FIELD CONSULTANT REIMBURS FILED CONSULTANT DAILY RA	1,258.72 121.22 1,137.50
V145357	05/07/2019	81334	TRISHA DAWN PRESTIGIACOMO CHILD NUTRITION CONFE CHILD NUTRITION CONFE	473.74 304.00 169.74
V145366	05/07/2019	81107	JOANN NICHOLS APRIL MILEAGE	67.95
V145464	05/14/2019	82002	DON ELDER JR FIELD CONSULTANT DAILY RA FIELD CONSULTANT REIMBURS	1,056.00 1,050.00 6.00
V145466	05/14/2019	85947	F&S CALHOUN CONSULTING INC FIELD CONSULTANT DAILY RA FIELD CONSULTANT REIMBURS	1,610.88 1,300.00 310.88
V145473	05/14/2019	87910	ANN MARIE HARBOUR FILED CONSULTANT DAILY RA FIELD CONSULTANT REIMBURS	1,731.10 1,462.50 268.60
V145625	05/21/2019	82002	DON ELDER JR FIELD CONSULTANT DAILY RA FIELD CONSULTANT REIMBURS	1,142.95 1,050.00 92.95

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Fund: 7119 - CHOICE PARTNERS

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V145628	05/21/2019	85947	F&S CALHOUN CONSULTING INC	714.96
			FIELD CONSULTANT DAILY RA	650.00
			FIELD CONSULTANT REIMBURS	64.96
V145634	05/21/2019	87910	ANN MARIE HARBOUR	1,360.77
			FILED CONSULTANT DAILY RA	1,137.50
			FIELD CONSULTANT REIMBURS	223.27
V145642	05/21/2019	81334	TRISHA DAWN PRESTIGIACOMO	345.63
			ACDA (AMERICAN COMMOD	135.63
			ACDA (AMERICAN COMMOD	210.00
V145672	05/21/2019	87607	LAURA A SPREHE	211.15
			ACDA (AMERICAN COMMOD	168.00
			ACDA (AMERICAN COMMOD	43.15
V145779	05/28/2019	82002	DON ELDER JR	1,901.46
			FIELD CONSULTANT DAILY RA	1,400.00
			FIELD CONSULTANT REIMBURS	501.46
V145781	05/28/2019	85947	F&S CALHOUN CONSULTING INC	1,452.88
			FIELD CONSULTANT REIMBURS	152.88
			FIELD CONSULTANT DAILY RA	1,300.00
V145783	05/28/2019	87910	ANN MARIE HARBOUR	1,746.51
			FIELD CONSULTANT REIMBURS	446.51
			FILED CONSULTANT DAILY RA	1,300.00

Number of checks in fund 7119 - CHOICE PARTNERS: 26

Amount total:

35,898.13

Fund: 7999 - ISF-FACILITIES

<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145259	05/07/2019	87542	ALWAYS IN SEASON, INC	133.71
			MAY19 PLANT MAINTEN	
145267	05/07/2019	18165	CDW GOVERNMENT INC	734.02
			HP- LASER-JET ENTERPRISE	
145268	05/07/2019	18491	CENTERPOINT ENERGY	2,147.60
			GAS 032519-042519	2,088.11
			GAS 032519-042419	22.83
			GAS 032519-042519	36.66
145269	05/07/2019	19060	CHEVRON AND TEXACO CARD SERVICES	131.47
			GAS FUEL APR 19	
145277	05/07/2019	87392	ENGIE RESOURCES INC	4,082.78
			ELEC 032119-042219	1,854.97
			ELECT 022019-032119	2,227.81
145284	05/07/2019	85932	EMCOR GOWAN INC	2,375.00
			PROVIDE MATERIAL AND LABO	
145290	05/07/2019	33040	CITY OF HOUSTON WATER	1,575.21
			WATER 040419-042019	466.85
			WATER 032019-041919	15.72
			WATER 032019-041919	153.26
			WATER 032019-041819	59.60
			WATER 032019-041919	28.36
			WATER 032219-04191923	26.65
			WATER 032019-041919	115.21
			WATER 032019-041919	570.94
			WATER 032019-041919	122.92
			WATER 031819-041819	15.70
145315	05/07/2019	53230	SOUTH TEXAS GRAPHIC SPECIALTIES INC	193.00
			INTERIOR GRAPHICS	

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<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145320	05/07/2019	60940	UNITED PARCEL SERVICE	40.35
			POSTAGE	26.90
			POSTAGE	13.45
145399	05/14/2019	18165	CDW GOVERNMENT INC	336.60
			EXTENDED SERVICE AGREEMEN	
145400	05/14/2019	18491	CENTERPOINT ENERGY	36.21
			GAS 032719-042619	
145401	05/14/2019	19060	CHEVRON AND TEXACO CARD SERVICES	96.10
			GAS FUEL APR 19 1ST C	
145405	05/14/2019	87401	ERC ENVIRONMENTAL & CONST SERV INC	5,000.00
			EMERGENCY IAQ REFINER	
145407	05/14/2019	87392	ENGIE RESOURCES INC	19,044.24
			ELECT 032619-042519	9,973.89
			ELECT 03269-042519	85.52
			ELECT 03269-042519	1,020.95
			ELECT 03269-042519	106.98
			ELECT 03269-042519	30.14
			ELECT 03269-042519	123.22
			ELECT 03219-042219	41.01
			ELECT 032719-042619	103.62
			ELECT 03229-042319	258.73
			ELECT 03269-042519	468.55
			ELECT 03269-042519	15.51
			ELECT 03219-042219	1,989.90
			ELECT 032619-042519	2,936.24
			ELECT 03229-042319	20.51
			ELECT 03269-042519	6.53
			ELECT 03269-042519	1,852.27
			ELECT 03219-042219	10.67
145412	05/14/2019	85932	EMCOR GOWAN INC	1,497.41
			CHILLER #1 TROUBLESHO	562.00
			FIX TWO LEAKS	935.41
145413	05/14/2019	28510	GRAINGER	296.77
			CR MEMO	-43.32
			DIMMING BALLAST	32.09
			LIGHTING DIMMER SLIDE	211.73
			DIMMING BALLAST	96.27
145414	05/14/2019	33040	CITY OF HOUSTON WATER	465.60
			WATER 043019	210.23
			WATER 032919-043019	255.37
145422	05/14/2019	82060	METROPOLITAN LANDSCAPE MGMT INC	12,803.00
			UPGRADES/CHANGES TO THE L	
145424	05/14/2019	88243	NOT SLIPPERY WHEN WET LLC	2,449.22
			PROVIDE SLIP RESISTANT TR	
145425	05/14/2019	88152	PURA FLO CORPORATION	218.95
			FUEL SURCHARGE	3.95
			RUN CHARGE	25.00
			CASES OF WATER	60.00
			ARTWORK - 4 COLOR PROCESS	80.00
			LABELS - ROLL OF 1,000	50.00

145434	05/14/2019	56712	TEXAS ASSOCIATION OF SCHOOL	1,100.00
			TASBO RICHAR V	390.00
			TASBO PATRICK BILSKI	325.00
			TASBO JOHN PRESTIGIAC	385.00

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<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145436	05/14/2019	58844	TEXAS POLITICAL SUBDIVISIONS DEDU BILLING DEC 18	10,682.17
145437	05/14/2019	86604	TRIO ELECTRIC LTD REMOVED POLE LIGHT WV	427.50
145439	05/14/2019	62751	WASTE MANAGEMENT APR 19 WASTE DISPOSAL APR 19 WASTE DISPOSAL APR 19 DISPOSAL SERV APR 19 WASTE DISPOSAL APR 19 DISPOSAL SERV APR 19 WASTE DISPOSAL MAY 19 WASTE DISPOSAL	1,214.60 71.45 95.26 214.36 71.45 142.89 142.89 476.30
145538	05/21/2019	82517	A-ROCKET MOVING & STORAGE MOVE ADDITIONAL EMPLOYEES	2,000.00
145543	05/21/2019	18491	CENTERPOINT ENERGY GAS 040319-050319 GAS 040519-050719	72.39 42.88 29.51
145555	05/21/2019	87392	ENGIE RESOURCES INC ELECTR 031519-041519	3,253.62
145561	05/21/2019	26235	FOSTER FENCE LTD REMOVE AND REPLACE 2 EXIS	1,625.00
145563	05/21/2019	29829	HARRIS COUNTY MUD #5 WATER 032019-041819	179.50
145567	05/21/2019	31325	HIGH POINT SANITARY SOLUTIONS SMALL CART / ITEM CODE #	412.00
145576	05/21/2019	33941	INDUSTRIAL FIRE EQUIPMENT COMPANY FIRE INSPR AT ABEW FIRE INSP EXTING 6515 FIRE EXTINGSHR INS	381.50 104.50 104.50 172.50

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145584	05/21/2019	82060	METROPOLITAN LANDSCAPE MGMT INC	10,409.41
			2CUT AT MEDFIELD	300.00
			ADDITIONAL LANDSCAPE	850.00
			APRIL19 LAWN MAINTENA	123.37
			APRIL19 LAWN MAINTENA	119.87
			APRIL19 LAWN MAINTENA	237.29
			APRIL19 LAWN MAINTENA	103.25
			APRIL19 LAWN MAINTENA	119.87
			APRIL19 LAWN MAINTENA	206.50
			APRIL19 LAWN MAINTENA	785.84
			APRIL19 LAWN MAINTENA	94.97
			APRIL19 LAWN MAINTENA	995.06
			APRIL19 LAWN MAINTENA	820.58
			APRIL19 LAWN MAINTENA	157.50
			APRIL19 LAWN MAINTENA	679.35
			APRIL19 LAWN MAINTENA	346.50
			APRIL19 LAWN MAINTENA	228.20
			APRIL19 LAWN MAINTENA	228.20
			APRIL19 LAWN MAINTENA	679.35
			APRIL19 LAWN MAINTENA	222.95
			APRIL19 LAWN MAINTENA	156.62
			APRIL19 LAWN MAINTENA	180.00
			APRIL19 LAWN MAINTENA	689.16
			APRIL19 LAWN MAINTENA	456.40
			APRIL19 LAWN MAINTENA	119.87
			APRIL19 LAWN MAINTENA	119.87
			APRIL19 LAWN MAINTENA	155.75
			APRIL19 LAWN MAINTENA	467.25
			APRIL19 LAWN MAINTENA	240.84

145593	05/21/2019	85367	APRIL19 LAWN MAINTENA	525.00
			POWERSECURE SERVICE	4,799.41
			GENERATOR REPAIR WVIE	1,114.14
			RENERTR FAIL STARTING	435.90
			REPAIRS TO THE GENERATOR	3,249.37
145594	05/21/2019	50335	ROYALWOOD MUD	103.41
			WATER 032019-041819	95.04
			WATER 032019-041819	8.31
			WATER 032019-041819	0.04
			WATER 032019-041819	0.02
145599	05/21/2019	53060	SATCO SERVICE INC	857.00
			PARKING LOT MAY 19	241.00
			PARKING LOT MAY 19	156.00
			PARKING LOT MAY 19	219.00
			PARKING LOT MAY 19	241.00
145604	05/21/2019	59870	THYSSENKRUPP ELEVATOR CORP	2,721.29
			MAY 201 SERVICE FOR A	335.80
			MAY 201 SERVICE FOR A	1,310.53
			MAY 201 SERVICE FOR A	258.39
			MAY 201 SERVICE FOR A	569.04
			MAY 201 SERVICE FOR A	247.53
145605	05/21/2019	86604	TRIO ELECTRIC LTD	80.00
			ELEV REINSPECTION	

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145611	05/21/2019	61927	VERIZON WIRELESS	3,577.08
			VERIZON BILL	38.11
			VERIZON 040819-050719	86.80
			VERIZON 040819-050719	965.76
			VERIZON 040819-050719	86.80
			VERIZON 040819-050719	89.96
			VERIZON 040819-050719	288.98
			VERIZON 040819-050719	38.11
			VERIZON 040819-050719	114.64
			VERIZON 040819-050719	223.43
			VERIZON 040819-050719	1,644.49
145612	05/21/2019	62751	WASTE MANAGEMENT	584.02
			30YRD R010119-013119	
145700	05/28/2019	18165	CDW GOVERNMENT INC	937.46
			MICROSOFT SURFACE PRO 6-1	
145701	05/28/2019	18491	CENTERPOINT ENERGY	42.97
			GAS 041219-051419	
145709	05/28/2019	87401	ERC ENVIRONMENTAL & CONST SERV INC	3,680.00
			ADULT EDUCATION 6515 IRVI	
145713	05/28/2019	87392	ENGIE RESOURCES INC	1,999.41
			ELECT 040819-050819	
145719	05/28/2019	29505	HALLMARK OFFICE PRODUCTS INC	807.00
			JIMI MID BACK, BROWN LEAT	289.00
			JANIS MID BACK, SIDE CHAI	518.00
145721	05/28/2019	29917	HARRIS COUNTY TOLL ROAD AUTHORITY	488.36
			APR 19 TOLL ROAD USA	

145725	05/28/2019	33040	CITY OF HOUSTON WATER	878.51
			WATER 051519	219.42
			WATER 041219-051319	168.42
			WATER 041319-051419	270.08
			WATER 041319-051419	220.59
145729	05/28/2019	34705	J HARDING & CO	1,540.00
			SPORT TEK PERFORMANCE SOL	1,078.00
			SPORT TEK PERFORMANCE SOL	462.00
145751	05/28/2019	88095	RELIABLE COMMERCIAL ROOFING	2,953.66
			MOBILIZATION/DEMOBILIZATI	
145763	05/28/2019	62751	WASTE MANAGEMENT	476.30
			APR19 WASTE DISPOSAL	

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V145355	05/07/2019	31720	COPESAN SERVICES INC	948.74
			WEEKLY MOSQUITO SPRAY / A	181.00
			MONTHLY PEST CONTROL FOR	26.00
			PEST CONTROL FOR 6311 IRV	15.75
			PEST CONTROL FOR 8003 E S	67.25
			PEST CONTROL FOR ABS EAST	57.00
			PEST CONTROL FOR FORTIS A	15.75
			PEST CONTROL FOR FORTIS A	31.24
			MISC SMALL PEST CONTROL I	30.00
			CREDIT DUPL PYMT	-90.00
			PEST CONTROL FOR 8003 E S	26.00
			PEST CONTROL FOR 8003 E S	26.00
			PEST CONTROL FOR 8003 E S	26.00
			PEST CONTROL FOR 8003 E S	26.00
			PEST CONTROL FOR 8003 E S	77.75
			PEST CONTROL FOR ABS WEST	41.50
			PEST CONTROL AT 626 LINDA	36.25
			PEST CONTROL AT 101 S. WH	36.25
			MONTHLY EXTERIOR RAT/MOU	35.00
			PEST CONTROL SERVICE FOR	46.75
			PEST CONTROL AT 6005 WEST	77.25
			MONTHLY PEST CONTROL FOR	26.00
			PEST CONTROL FOR 6311 IRV	15.75
			PEST CONTROL FOR 8003 E S	31.25
			PEST CONTROL FOR FORTIS A	15.75

			PEST CONTROL AT 803 REID	31.25
			MISC SMALL PEST CONTROL I	40.00
V145361	05/07/2019	81208	JAVIER LARA	146.60
			2019 CMAT CONFERENCE	81.00
			2019 CMAT CONFERENCE	65.60
V145369	05/07/2019	47923	QSS, L.C	2,005.24
			INSTALL &PROGRM ADD S	1,911.92
			REPLACED BATTERIES	93.32
V145455	05/14/2019	17320	BUTLER BUSINESS PRODUCTS	183.98
			GEN SUPPLIES TONER	
V145465	05/14/2019	85264	EXECUTIVE THREAT SOLUTIONS LLC	8,400.00
			SECRTY WK 0415-042819	4,320.00
			SECRTY WK 0415-042819	4,080.00
V145479	05/14/2019	31720	COPESAN SERVICES INC	181.00
			WEEKLY MOSQUITO SPRAY / A	

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<u>check</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V145511	05/14/2019	47923	QSS, L.C	7,271.93
			MNTHLY MONITOR MAY19	344.95
			MNTHLY MONITOR MAY19	271.30
			MNTHLY MONITOR MAY19	353.91
			MNTHLY MONITOR MAY19	203.26
			MNTHLY MONITOR MAY19	411.78
			MNTHLY MONITOR MAY19	407.24
			MNTHLY MONITOR MAY19	551.78
			MNTHLY MONITOR MAY19	297.03
			MNTHLY MONITOR MAY19	1,672.08
			MNTHLY MONITOR MAY19	210.76
			MNTHLY MONITOR MAY19	442.66
			MNTHLY MONITOR MAY19	1,540.94
			MNTHLY MONITOR MAY19	348.60
			MNTHLY MONITOR MAY19	170.64
			FIRE ALARM MONITORING AT	45.00
V145522	05/14/2019	53379	DS WATERS OF AMERICA INC	718.15
			APRIL19 WATER SERVICE	
V145629	05/21/2019	83350	WRIGHT EXPRESS FINANCIAL SVC CORP	2,255.83
			APR 19 GASOLINE	
V145638	05/21/2019	31720	COPESAN SERVICES INC	330.00
			PEST CONTROL FOR 600 CROS	41.50
			PEST CONTROL FOR 600 CROS	41.50

			WEEKLY MOSQUITO SPRAY / A	181.00
			PEST CONTROL AT 3811 CAPL	66.00
V145664	05/21/2019	47923	QSS, L.C	760.38
			INSTALL SOFTWARE LISAB	45.00
			CHANGE BATTERIES FIRE	116.65
			REPLACED READER INTER	598.73
V145668	05/21/2019	84653	LOUIS A HERNANDEZ INC.	692.00
			FILTER HEAD KIT INSTALLAT	-240.00
			FILTER HEAD KIT INSTALLAT	48.00
			FILTER HEAD KIT INSTALLAT	240.00
			MONTHLY COFFEE AND COFFEE	644.00
V145780	05/28/2019	85264	EXECUTIVE THREAT SOLUTIONS LLC	8,640.00
			SECU042919-051219	4,320.00
			SECU042919-051219	4,320.00
V145786	05/28/2019	31720	COPESAN SERVICES INC	368.74
			PEST CONTROL FOR 8003 E S	67.25
			PEST CONTROL FOR ABS EAST	57.00
			PEST CONTROL FOR 8003 E S	26.00
			PEST CONTROL FOR 8003 E S	26.00
			PEST CONTROL FOR FORTIS A	15.75
			PEST CONTROL FOR FORTIS A	15.75
			PEST CONTROL FOR FORTIS A	31.24
			PEST CONTROL FOR 8003 E S	26.00
			PEST CONTROL FOR 8003 E S	26.00
			PEST CONTROL FOR 8003 E S	77.75

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V145799	05/28/2019	47923	QSS, L.C	5,301.89
			READJU BRIGHTNESS	45.00
			PULL 4 CAM IN HR ABW	45.00
			SERVICE CALL ABE	45.00
			VIDEO PULLED FOR MR.M	45.00
			SERVICE CALL IRVINGTO	1,838.63
			REPLACED READER INTER	553.73
			REPLACED READER INTER	553.73
			VIDEO TRANSCEIVER HPE	2,175.80

Number of checks in fund 7999 - ISF-FACILITIES: 64

Amount total: **150,145.29**

Fund: 8159 - COURTESY COMMITTEE

<u>check</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145541	05/21/2019	16005	E FLOWERS INC	210.00
			FLOWER OR PLANT DELIVERY	70.00
			FLOWER OR PLANT DELIVERY	70.00
			FLOWER OR PLANT DELIVERY	70.00

Number of checks in fund 8159 - COURTESY COMMITTEE: 1

Amount total: **210.00**

Total number of checks in report: **554**

Amount total: **2,011,020.27**

Report Date:6/5/2019

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SELECTION CRITERIA: chkstat.rundate between '20190501 00:00:00.000' and '20190530 00:00:00.000' and chkstat.chk_status='V'

DISTRIBUTION FUND: 1999

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION	CHECK
144841	05/03/2019	The RHODES SCHOOL	V	-35.00	VOID MANUAL	CHECK
* 144934	05/14/2019	BOKE	V	-3000.00	VOID MANUAL	CHECK
144935	05/14/2019	BOKE	V	-4500.00	VOID MANUAL	CHECK
* 145272	05/07/2019	DAHI LL OFFICE TECHNOLOGY CORP	V	0.00	VOID: MULTI	STUB CHECK
* 145610	05/21/2019	VERIZON WIRELESS	V	0.00	VOID: MULTI	STUB CHECK
* V145331	05/07/2019	MILK PRODUCTS LLC	V	0.00	VOID: MULTI	STUB VOUCHER
* V145354	05/07/2019	COPELAN SERVICES INC	V	0.00	VOID: MULTI	STUB VOUCHER
* V145450	05/14/2019	MILK PRODUCTS LLC	V	0.00	VOID: MULTI	STUB VOUCHER
* V145771	05/28/2019	MILK PRODUCTS LLC	V	0.00	VOID: MULTI	STUB VOUCHER
TOTAL FUND				-7535.00		
TOTAL				-7535.00		

Regular Board Meeting**6.A.3.****Meeting Date:** June 19, 2019**Title:** Approval of Investment Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Rosa Maria Torres**Personnel:**

Information**Posted Agenda Item:**

Monthly Investment Report for May 2019

Subject:

Consider approval of Investment report dated May 2019

Rationale:

In accordance with Texas Government Code, Section 2256, Public Funds Investment Act, HCDE has adopted written investment policy, CDA (LEGAL) and CDA (LOCAL) Other Revenues: Investments requiring the investment officers to prepare and submit a written report of investment transactions for the preceding reporting period to the Board of Trustees.

The attached report is for the time period May 2019.

Attachments

Investment Report

Form Review**Inbox**

Assistant Superintendent - Business
Form Started By: Stephanie Ritchie
Final Approval Date: 06/03/2019

Reviewed By

Jesus Amezcua

Date

06/03/2019 11:18 AM
Started On: 05/28/2019 09:13 AM

HARRIS COUNTY DEPARTMENT OF EDUCATION And HCDE PUBLIC FACILITY CORPORATION

Monthly Investment Report at May 31, 2019 (unaudited)

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HARRIS COUNTY DEPARTMENT OF EDUCATION
Monthly Investment Report at May 31, 2019
(unaudited)

Investment Report Narrative

The Department's funds are required to be deposited and invested under the terms of a depository contract pursuant to the Texas School Depository Act and local Board Policy. The depository bank pledges securities which comply with state law and these securities are held for safekeeping and trust with the Department's and the depository bank's agent bank.

HCDE funds are currently invested in investment pools and with the depository bank. The investment pools used are: Lone Star, Tex Pool, and TexStar. The depository bank is J.P. Morgan Chase.

Changes in balances are caused by additions or withdrawals to these accounts. Tax collection deposits are automatically deposited to the TexStar account.

The Public Facility Corporation (PFC) funds are invested with Bank of Texas, Tex Pools and J. P. Morgan Chase. These funds are reserved as required by the bond covenant.

All funds are properly collateralized according the PFIA (Public Funds Investment Act).

All funds are invested overnight to capture rising interest rates

Book Value = Market Value. Book value refers to the financial institution statement which is reconciled to the general ledger.

Moving Forward

The department will continue to monitor its investments and find best value to capture additional interest earnings while preserving the capital in accordance with our adopted investment strategy.

HARRIS COUNTY DEPARTMENT OF EDUCATION
Monthly Investment Report at May 31, 2019
(unaudited)

Schedule 1

Compliance Statement

In accordance with Texas Government Code, Section 2256, Public Funds Investment Act, HCDE has adopted written investment policy, CDA (LEGAL) and CDA (LOCAL) Other Revenues: Investments requiring the investment officers to prepare and submit a written report of investment transactions for the preceding reporting period to the Board of Trustees. The report must be prepared at least on a Monthly basis and must:

- Describe in detail the investment position of HCDE on the date of the report.
- Contain a summary statement of each pooled fund group including beginning market value for the reporting period; additions and changes to the market value during the period and ending market value for the period.
- State the book value and market value of each invested asset at the beginning and end of the reporting period by type of asset and fund type invested.
- State the account, fund or pooled fund group for which each asset was acquired.
- State compliance of the investment portfolio with the HCDE investment policy and investment strategies and with state law.

HCDE is in compliance with the Public Funds Investment Act. All investments purchased must meet the three basic tenets included in the investment policy: safety, liquidity, and yield.

The day-to-day cash management and HCDE investments are the responsibility of the Asst. Superintendent, Chief Accounting Officer, Budget & Business Analyst, and the Senior Accountant.

As the approved investment officer of Harris County Department of Education, I hereby certify that the preceding Investment Report represents the investment position of the Department as of the date above in compliance with the Board-approved Investment Policy, the Public Funds Investment Act, and generally accepted accounting principles.

Jesus J. Amezcua, RTSBA, CPA, Ph.D., Asst. Supt-Business_____

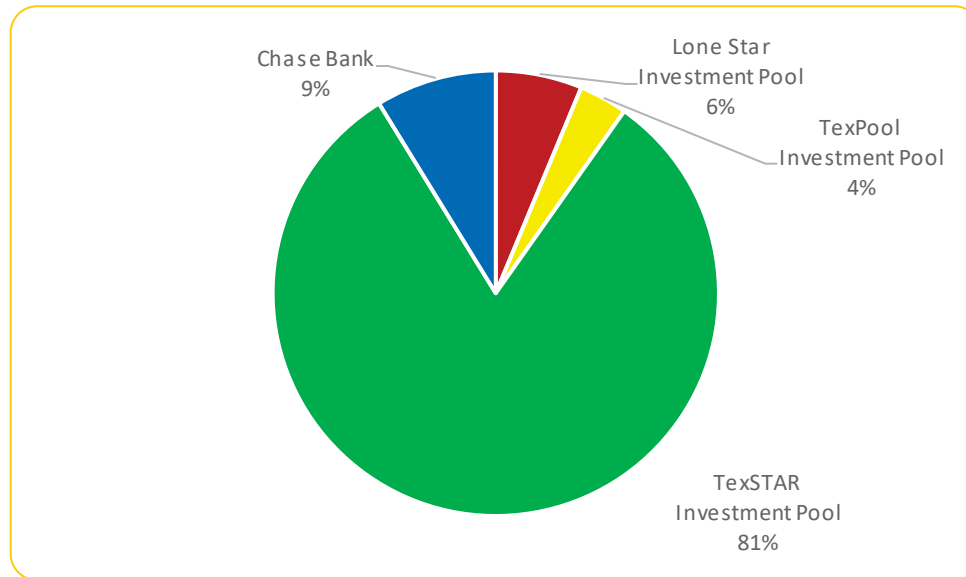
Rosa Maria Torres, RTSBA Chief Accounting Officer_____

Stephanie Ritchie, Senior Accountant_____

Jaime H Martinez, MBA, Budget & Business Analyst_____

HARRIS COUNTY DEPARTMENT OF EDUCATION
Monthly Investment Report at May 31, 2019
(unaudited)

\$41,567,072 HCDE - Portfolio by Investment Type



INVESTMENT (BOOK VALUE)	GENERAL FUND	RETIREMENT LEAVE FUND	AGENCY FUNDS	TOTAL INVESTED	PERCENT OF TOTAL
Lone Star Investment Pool	2,602,531	-	-	2,602,531	6.3%
TexPool Investment Pool	555,279	902,659	-	1,457,938	3.5%
TexSTAR Investment Pool	33,863,219	-	-	33,863,219	81.5%
Chase Bank	3,599,586	-	43,798	3,643,384	8.8%
Totals	\$ 40,620,615	\$ 902,659	\$ 43,798	\$ 41,567,072	100.00%

[Shown at Book Value]

HARRIS COUNTY DEPARTMENT OF EDUCATION
Monthly Investment Report at May 31, 2019
(unaudited)

**Summary Schedule of Weighted Average Maturity (A) –
Investment Type General Fund**

(#1) INVESTMENT TYPE	(#2) BOOK VALUE	(#3) DAYS TO MATURITY	(#4) BOOK VALUE * DAYS (#2) * (#3)	WEIGHTED AVERAGE MATURITY (B)
First Public/Lone Star Inv Pool	\$ 2,602,531	1	\$ 2,602,531	2.13
TexPool Inv Pool	1,457,938	1	1,457,938	0.95
TexSTAR Inv Pool	33,863,219	1	33,863,219	20.37
Banks: Overnight & Cash	3,643,384	1	3,643,384	-
Totals	\$ 41,567,072		\$ 41,567,072	5.86

(A) For HCDE all deposits are due on demand. In this case the WAM = the total (#4) of \$41,567,072 Divided by (#2) Book Value = 1 Days to Maturity

(B) The WAM of 5.86 is for the entire investment pool.

This measure is useful in determining the degree of market or interest rate risk. The longer the WAM, the more exposure to market risk and the more potential for capital gains or losses.

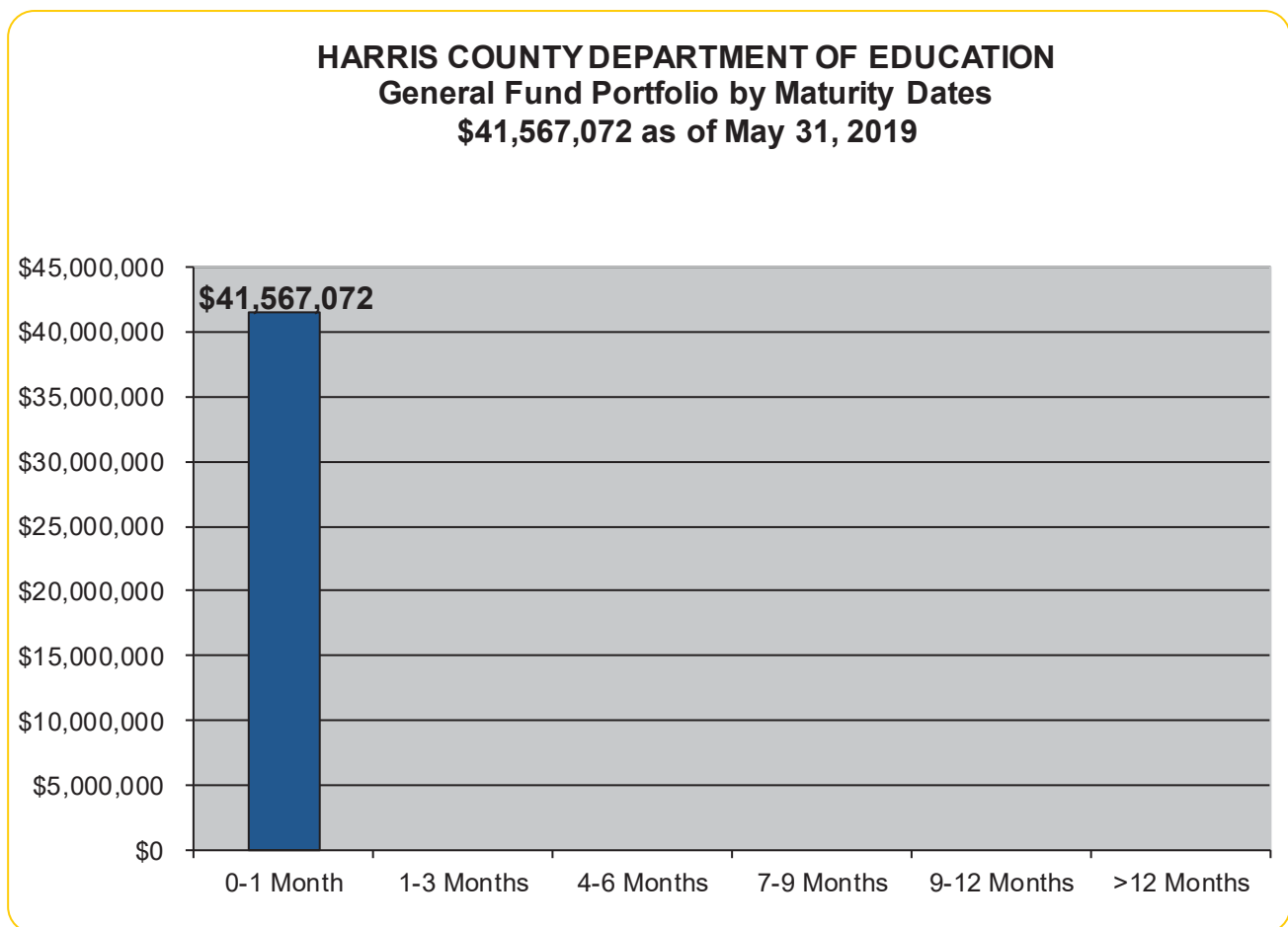
Although TexPool, TexSTAR, and Lone Star have a weighted average maturity greater than one, the funds are available to the Department within one day. HCDE holds investments to maturity, which minimizes this market exposure.

HARRIS COUNTY DEPARTMENT OF EDUCATION
Monthly Investment Report at May 31, 2019
(unaudited)

General Fund – Portfolio by Maturity Dates

Investments are purchased to meet the cash flow needs of the Department. The bar graph on this page depicts the maturity schedule of the Department's investments by monthly intervals. Although TexPool, TexSTAR, and Lone Star have a weighted average maturity greater than one, the funds are available to the Department within one day. As of the end of this quarter, investments will mature:

- 100 % within one month



HARRIS COUNTY DEPARTMENT OF EDUCATION
Monthly Investment Report at May 31, 2019
(unaudited)

Investment Earnings Reports

(A) Interest Earned by Fund by Source - For This Month

INVESTMENT	GENERAL FUND	RETIREMENT LEAVE FUND	TOTAL INTEREST EARNED
Cash Accounts	\$ -	\$ -	\$ -
Lone Star Investment Pool	5,295	-	5,295
TexPool Investment Pool	1,130	1,837	2,966
TexSTAR Investment Pool	72,122	-	72,122
Totals	\$ 78,546	\$ 1,837	\$ 80,383

(B) Interest Earned by Fund - Comparison of Quarters for FY 2018-19

FUND	FIRST QUARTER SEPTEMBER TO NOVEMBER	SECOND QUARTER DECEMBER TO FEBRUARY	THIRD QUARTER MARCH TO MAY	FOURTH QUARTER JUNE TO AUGUST	INTEREST EARNED YEAR TO DATE
General Fund	\$ 117,442	\$ 170,535	\$ 240,478	\$ -	\$ 528,456
Retirement Leave Fund	4,686	5,193	5,467	-	15,345
Totals	\$ 122,128	\$ 175,729	\$ 245,945	\$ -	\$ 543,801

(C) Budget vs Actual Summary of Interest Earned Year-to-Date

FUND	BUDGETED	ACTUAL	BALANCE TO REC	% REC'D
General Fund	\$ 336,000	\$ 528,456	\$ (192,456)	157%
Retirement Leave Fund	-	15,345	(15,345)	0%
Totals:	\$ 336,000	\$ 543,801	\$ (207,801)	162%

HARRIS COUNTY DEPARTMENT OF EDUCATION
Monthly Investment Report at May 31, 2019
(unaudited)

Summary Report

Beginning Book Value	\$ 44,151,677
Beginning Market Value	\$ 44,151,677
Beginning Weighted Average to Maturity	1 Day
Ending Book Value	\$ 41,567,072
Ending Market Value	\$ 41,567,072
Earnings for Period	\$80,383
Change in Book Value	\$ (2,584,606)
Change in Market Value	\$ (2,584,606)
Ending Weighted Average to Maturity	1 Day
Period Average Yield	2.391%
Period Average Benchmark **	2.300%

** Benchmark = **13 Week Treasury Bill at Maturity**



HARRIS COUNTY DEPARTMENT OF EDUCATION
General Fund Monthly Inventory Report
As of May 31, 2019
(unaudited)

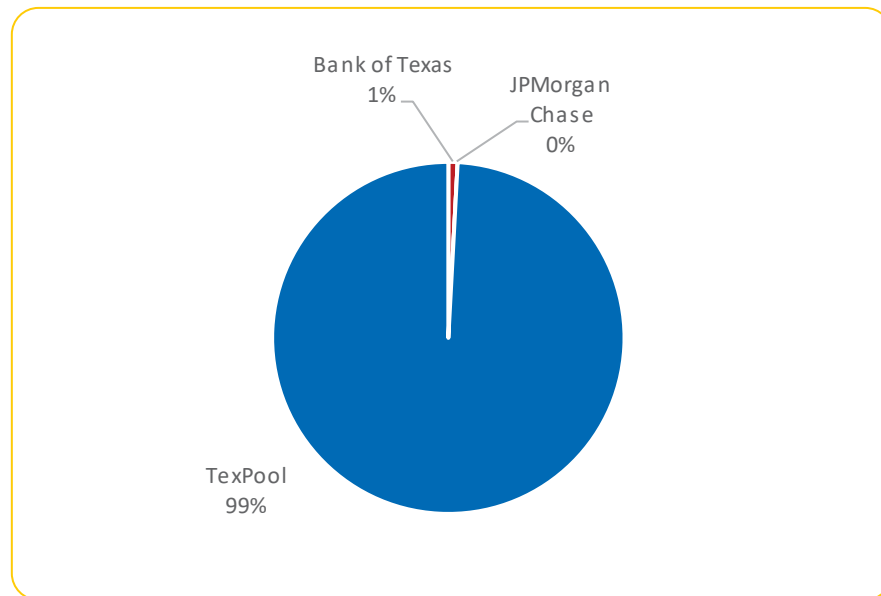
PURCHASE DATE	INVESTMENT	ACCOUNT/ CUSIP #	MATURITY DATE	YIELD	INTEREST PAID	ACCRUED INT EARNED	4/30/2019		5/31/2019	
							MARKET	BOOK (*)	MARKET	BOOK (*)
Bank Funds										
-	Int Bearing	All Funds	-	0.00%	0.00%	-	\$ 2,811,449.00	\$	3,643,384.09	\$ 3,643,384.09
Investment Pools										
-	Lone Star	Gen Fund	N/A	2.40%	5,294.62	-	2,597,236.44		2,602,531.06	2,602,531.06
-	TexPool	Ret Lv Fund	N/A	2.38%	1,836.54	-	900,822.46		902,659.00	902,659.00
-	TexPool	Gen Fund	N/A	2.38%	1,129.78	-	554,149.22		555,279.00	555,279.00
	TexStar	Gen Fund	N/A	2.40%	72,121.97	-	37,288,020.35		33,863,218.52	33,863,218.52
Totals:						\$80,382.91	\$0.00	\$44,151,677.47	\$41,567,071.67	\$41,567,071.67

(*) Financial institution statement data which is reconciled to the general ledger.

(*) Financial institution statement data which is reconciled to the general ledger.

**HARRIS COUNTY DEPARTMENT OF EDUCATION
PUBLIC FACILITY CORPORATION**
Monthly Investment Report at May 31, 2019
(unaudited)

\$9,990,332 PFC - Portfolio by Investment Type



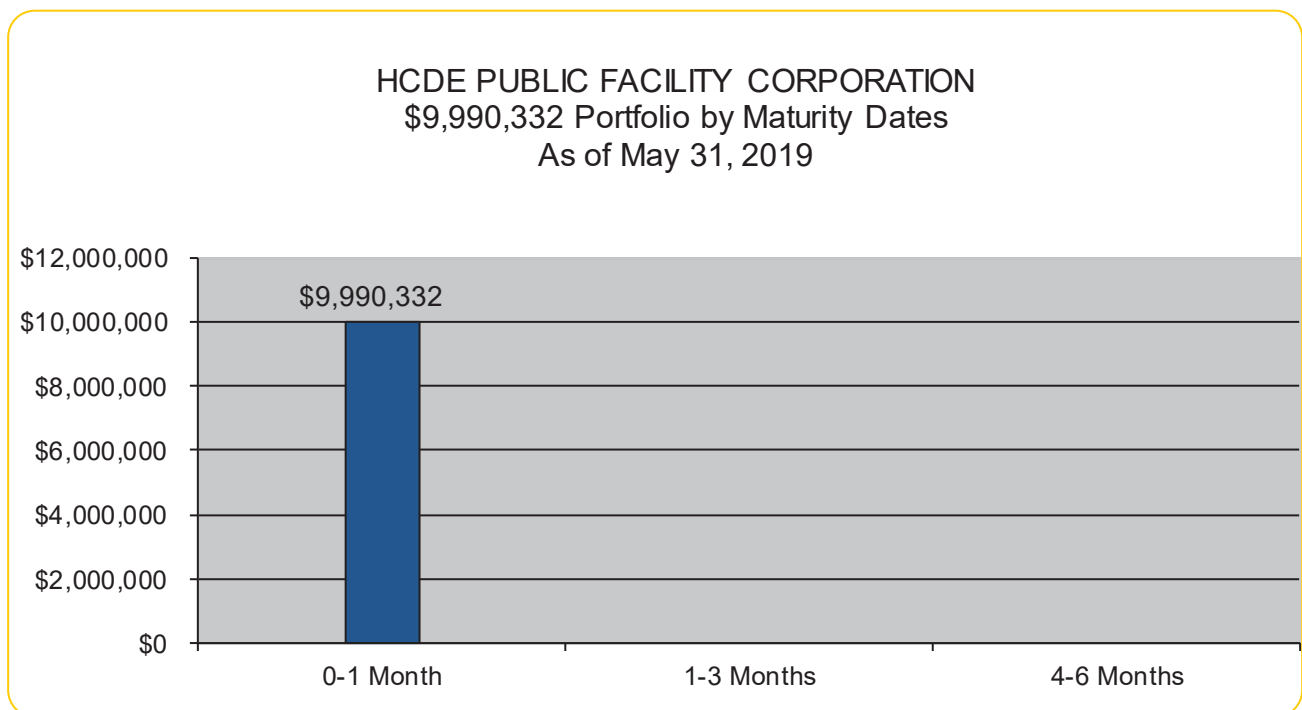
PFC	INVESTMENT	AMOUNT	% OF TOTAL
TYPE		INVESTED	
Bank of Texas Funds		89,195	0.89%
Bank Money Market Fund Sweep		-	0.00%
TexPool Investment Pools		9,901,137	99.11%
Total		9,990,332	100%

**HARRIS COUNTY DEPARTMENT OF EDUCATION
PUBLIC FACILITY CORPORATION**
Monthly Investment Report at May 31, 2019
(unaudited)

PFC-Portfolio by Maturity Dates

Investments are purchased to meet the cash flow needs of the PFC. The bar graph on this page depicts the maturity schedule of PFC investments by monthly intervals. As of the end of this quarter, investments will mature:

- 100 % within one month.





HARRIS COUNTY DEPARTMENT OF EDUCATION
Public Facility Corporation Monthly Inventory Report
As of May 31, 2019
(unaudited)

PURCHASE DATE	INVESTMENT	ACCOUNT/ CUSIP #	MATURITY DATE	YIELD	INTEREST PAID	ACCRUED INT EARNED	4/30/2019		5/31/2019		
							MARKET	BOOK	MARKET	BOOK	
Bank Funds											
-	Bank of Texas Accounts	All Funds	-	0.005%	\$51.57	-	\$89,060.61	\$89,060.61	\$89,195.31	\$89,195.31	
-	JPMorgan Chase	All Funds		0.000%	-	-	\$0.00	\$0.00	\$0.00	\$0.00	
Investment Pools											
-	TexPool	2016 Series	N/A	2.38%	20,890.13	-	10,437,401.03	10,437,401.03	9,901,137.16	9,901,137.16	
Totals:							\$10,526,461.64	\$10,526,461.64	\$9,990,332.47	\$9,990,332.47	

**HARRIS COUNTY DEPARTMENT OF EDUCATION
PUBLIC FACILITY CORPORATION**
Monthly Investment Report at May 31, 2019
(unaudited)

Bank Accounts

The fund invests in high quality, short-term money market instruments, which are issued and payable in U.S. dollars.

The following is a list of all Bank of Texas Accounts and their balances:

2014 Payment Account	\$	2,664.20
2014 Redemption Account		107.43
2015 Payment Account		30,964.14
2015 Redemption Account		43.56
2016 Payment Account –		885.61
2016 Payment Account – Redemption		12.33
2016 Project Account – Note 1		<u>54,518.04</u>
Total Bank of Texas Accounts:	\$	89,195.31

The following is a list of all TexPool Accounts and their balances:

2016 Series Bond New School Project	\$9,901,137.16
-------------------------------------	----------------

The following is a list of all JP Morgan Chase Accounts and its balance:

PFC Overflow Account	\$ <u>0.00</u>
Total Bank Accounts:	<u>\$ 9,990,332.47</u>

Note 1:

The bank statement for this account, for the current month, was not available. The interest will be booked next month. The estimated difference is approx. \$80.00

**HARRIS COUNTY DEPARTMENT OF EDUCATION
PUBLIC FACILITY CORPORATION**
Monthly Investment Report at May 31, 2019
(unaudited)

Investment Earnings Reports

(A) Interest Earned by Source - For This Month

INVESTMENT TYPE	INTEREST EARNED	TOTAL
Bank Cash Accounts	\$ -	\$ -
Bank of Texas Funds	\$ 52	\$ 52
TexPool Investment Pools	\$ 20,890	\$ 20,890
Totals	\$ 20,942	\$ 20,942

(B) Interest Earned-Comparison of Quarters for FY 2018-19

FUND	FIRST QUARTER SEPTEMBER TO NOVEMBER	SECOND QUARTER DECEMBER TO FEBRUARY	THIRD QUARTER MARCH TO MAY	FOURTH QUARTER JUNE TO AUGUST	INTEREST EARNED YEAR TO DATE
PFC Fund	56,356	61,909	44,309	-	162,574
Totals	56,356	61,909	44,309	-	162,574

(C) Budget v Actual Summary of Interest Earned Year-to-Date

FUND	BUDGETED	ACTUAL	BALANCE TO REC	% REC'D
Public Facilities Corporation (PFC)	-	162,574	(162,574)	0%
Totals:	\$ -	\$ 162,574	\$ (162,574)	0%

HARRIS COUNTY DEPARTMENT OF EDUCATION

Monthly Investment Report

Glossary of Investment Terms

Accretion	The daily book value earned daily (on a straight-line basis) on securities purchased at a discount. At maturity, a discount security will be worth the face value. The types of securities involved are usually treasury bills, discount notes, commercial paper, and bankers' acceptances.
Amortization	The daily book value earned daily (on a straight-line basis) on securities purchased at a premium. To correctly account for premium amortization, it must be subtracted from the coupon interest either monthly or at maturity.
Bank of Texas Funds	Bank of Texas are unsecured money market accounts where the Public Facilities Corporation funds are kept unless otherwise invested.
Benchmark for Investments	HCDE uses the 13-week (90 day) Treasury Bill investment rate of the maturity date closest to the end of the month- www.treasurydirect.gov .
Book Value	The face amount minus any unaccredited discount or plus any unamortized premium. See Accretion and Amortization.
Cash	Cash includes readily available cash, current bank accounts and certificates of deposit. Cash is considered to be the most liquid asset.
Commercial Paper	An unsecured promissory note issued by a corporation with a fixed maturity. The issuer (such as Coca Cola, General Electric, Kimberly Clark) promises to pay the buyer a fixed amount on some future date but pledges no assets, only his liquidity and established earning power, to guarantee that promise. These investment instruments usually yield 10-15 basis points above comparative agency investments. HCDE will not invest in commercial paper with less than A1 or P1 or an equivalent rating.
Credit Risk	The risk of issuer failure; mitigated by selecting high quality investment vehicles.
CUSIP #	The C ommittee on U niform S ecurities I dentification P rocedures Number: the identification number on all securities (often nine digits in length).
Diversification	To invest in a variety of different Board-authorized investment types (sector): treasuries, agencies, certificates of deposit, commercial paper, investment pools, and money market funds.

Face Value	Redemption value printed on the face of the certificate; same as par value.
FHLB	<u>F</u> ederal <u>H</u> ome <u>L</u> oan <u>B</u> ank System, established in 1932, includes 12 banks and their member institutions. Federal Home Loan Banks are instrumentalities of the United State government.
FHLMC	<u>F</u> ederal <u>H</u> ome <u>L</u> oan <u>M</u> ortgage <u>C</u> orporation < Freddie Mac > is a stockholder-owned corporation chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing.
FICO	F inancial C orporation was set up to fund the bailout of Savings and Loans in the 1980's. It was an offshoot of the F ederal S avings and L oan I nsurance C orporation (FSLIC).
Fiduciary Responsibility	The Board retains the ultimate responsibility as fiduciaries of the assets of the Department. Also see Standard of Care.
FNMA	<u>F</u> ederal <u>N</u> ational <u>M</u> ortgage <u>A</u> ssociation < Fannie Mae > is a federally Chartered and stockholder owned corporation. It is the largest investor in home mortgages in the United States. FNMA provides funds to the mortgage market by purchasing mortgages.
Investment Pool	An entity created under government code to invest public funds jointly on behalf of entities participating in the pool and whose investment objectives, in order of priority, are: preservation and safety of principal; liquidity; and yield.
Interest Rate Risk	The uncertainty that the value of the instrument may fluctuate in value in response to changes in interest rates; mitigated by holding the instrument whenever possible to maturity.
Investments	Securities and other assets acquired primarily for the purpose of obtaining income or profit.
Lone Star Investment Pool	The Lone Star Investment Pool (LSIP) is a public funds investment pool administered by First Public, LLC.
Liquidity	Degree of availability of an asset; ease of converting the asset to cash.

Liquidity Risk	The risk that the investment may not be sold immediately-before it matures- at its market value.
Market Value	Value of an agency security if you were to sell that security on a given date. Market value changes daily, and normally increases as the maturity date of the security instrument approaches.
Market Risk	The risk that market prices will fall and threaten liquidity.
Maturity Date	The date the principal amount of a security becomes due and payable
Par Value	Redemption value printed on the face of the certificate. Par value = face value; and the par value of a security is different than its market value.
Portfolio Risk	The risk that remains after taking into account the risk-reducing effects of combining securities into a portfolio that efficiently balances its risks with its rate of return.
Purchase Date	The date of the initial purchase of the financial investment.
Risks	[Definitions can be found under individual listings.] Types of risk include: <ul style="list-style-type: none"> • Credit risk • Interest rate risk • Liquidity risk • Market risk • Portfolio risk • Volatility risk
Safety of Principal	The primary concern and responsibility of the Department's Board and investment officers is the preservation of assets. Cash is invested with the objective of the probable income to be derived, but, more importantly, the safety of the original capital.
Sold Date	The date the financial instrument is sold prior to the maturity date.
Standard of Care	In the administration of the duties of an investment officer, the designated investment officer(s) shall exercise the judgment and care, under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of their own affairs.
Sterling Bank Overnight	Sterling Bank SDIT Government Portfolio Class C, this is an unsecured money market account in which equalization funds in

Sweep Account	excess of \$350,000 remaining in Sterling Bank checking accounts at the end of the business day and matured securities in our safekeeping account are invested.
TexPool	The Texas Local Government Investment Pool is a public fund investment pool overseen by the State Comptroller's office and currently managed by Lehman Brothers and Federated Investors.
Treasury Zero	Treasury bills are short-term obligations issued with a term of one year or less. Treasury Zero bills are sold at a discount from face value and do not pay interest until maturity. Schedule 13 Continued
U.S. Agency Securities	The federal government has established approximately 20 different agencies and instrumentalities to channel funds to particular sectors of the economy U.S. Agency securities are purchased directly by the department from investment brokerage firms registered to do business with the Department. These securities are issued in the Department's name, cleared through the Federal Reserve Bank system, and held in safekeeping by a third party.
Volatility Risk	The risk that market prices will move significantly and increase market risk.
Weighted Average to Maturity (WAM)	The average time it takes for securities in a portfolio to mature, weighted in proportion to the dollar amount that is invested in the portfolio. Weighted average maturity measures the sensitivity of fixed-income portfolios to interest rate changes. Portfolios with longer WAMs are more sensitive to changes in interest rates because the longer an investment is held, the greater the opportunity for interest rates to move up or down and affect the performance of the investment.
Wells Fargo Money Market Funds	Wells Fargo Money Market Funds are unsecured money market accounts where the Public Facilities Corporation funds are kept unless otherwise invested.
Yield-Current	Rate of return on investment as a % of market price including accrued interest.
Yield to Maturity	The current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Minutes

Harris County Department of Education
Minutes of Regular Board Meeting
May 15, 2019

The Harris County Board of School Trustees met in a regular board meeting on May 15, 2019 in the Board Room, at 6300 Irvington Boulevard, Houston, Texas. Josh Flynn, Board President, called the meeting to order at 1:03 p.m. and declared a quorum present, that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.041 and §551.051.

Board Members Present:	Josh Flynn, Board President; George Moore, Board Vice President; Eric Dick; Richard Cantu; Danny Norris; Don Sumners; and Mike Wolfe
Board Members Absent:	None
Board Attorney:	Sarah Langlois
Administration:	<p>James Colbert, Jr., County School Superintendent; Jesus Amezcua, CPA, Assistant Superintendent for Business Services; and Jonathan Parker, Assistant Superintendent for Academic Support</p> <p>Danielle Bartz, Chief of Staff; Darlene Breaux, Director Research and Evaluation Institute; Ecomet Burley, Director Center for Safe and Secure Schools; Lisa Caruthers, Director CASE for Kids; Danielle Clark, Chief Communications Officer; Marion Cooksey, Principal Highpoint East; Carie Crabb, Senior Director Therapy Services; Curtis Davis, Director Records Management; Jeff Drury, Director Choice Partners Cooperative; Victor Keys, Principal Academic Behavior School West; Anthony Mays, Senior Director Schools Division; Bill Monroe, Director Purchasing; Anthony Moten, Principal Fortis Academy; Brenda Mullins, Director Curriculum and Compliance Service; Venetia Peacock, Director Head Start; John Prestigiacomo, Director Facilities; Gayla Rawlinson, Director Center for Grants Development; Stephanie Ross, Director Adult Education; Rosa Marie Torres, Chief Accounting Officer; Melissa Godbout, Board Secretary; Natasha Truitt, Executive Director Human Resources; Richard Vela, Senior Director Facilities; Frances Watson-Hester, Senior Director Teaching and Learning Center; Linda Zatopek, Director Educator Certification and Professional Advancement</p>
Visitors:	Gerry Monroe, Colleen Vera, Rosa Bermudez, Elizabeth Sumley, Aurora Leal, Virginia Sanchez, Ruth Sanchez, Maroa Rodriguez, Denise Johnson, Andrea Duhon, Brandy Randolph, William Teri,

Jaison Oliver, Beatriz Lopez, Kay Tyler, Bobbie Cohen,
Johnathan Miller, Ruei Tuo, Pranav Joshi, David Brown, T Grant
Malone

Mike Wolfe left the meeting at approximately 1:03 p.m.

1. **Invocation** - Donald Mimms, Records Management
2. **Pledge of Allegiance to the US flag** - Brandy Randolph, Adult Education Student
3. **Pledge of Allegiance to the Texas flag** - Brandy Randolph, Adult Education Student
4. **Open Forum** - Gov't Code 551.003 (5) - 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.

Gerry Monroe addressed the board regarding an issue at one of HCDE's campuses. He stated that there is board policy that has to be followed regarding restraining a student. He alleged that there was back-dated paperwork concerning the restraint of a student, stating that there was one date on the front and another on the back of the restraint paperwork. He addressed the removal of a principal, stating there was a conspiracy by someone in a position in power who decided the principal was not liked. He further alleged a violation of FERPA laws. He requested that the nonrenewal item on the agenda relating to the campus principal be tabled.

Colleen Vera addressed the board regarding the records management services annual report. She questioned the fee structure and how it was calculated and set up. She asked if there was a way the public could get a list of the clients and the costs instead of having to do an open records request, possibly seeing the information on the website. She asked why the property tax subsidy funds were more than what had been budgeted for and what the money was used for. She asked the board to answer who paid for the building and technology support for records management and what funds are used for their benefits matching. She asked if this could be explained during the annual report.

Kenny Kendrick addressed the board against the agenda item to replace the board attorney with 2 partisan attorneys. He stated that removing a law firm that was an expert in education law to replace one based on politics was a travesty. He cited the Board's ethics policy, BF (Local). He stated that one law firm listed in the agenda item did not respond to the Department's RFQ and the other had no experience representing governmental entities. He stated that the board is supposed to select a law firm based on demonstrated competence and qualifications and then for a fair and reasonable price.

Andrea Duhon addressed the board regarding the board attorney agenda item. She stated that it was apparent that the evaluation of the RFQ for board counsel was tainted and there were biased, nonsensical scores given to the attorneys. She stated that the board needs to do its due diligence and not allow partisan, political games to be played with tax dollars and requested to set aside the agenda item.

Bobbie Cohen addressed the board regarding the board attorney agenda item. She stated that the process should be unbiased and as transparent as possible. She stated that one attorney listed in the agenda item was not vetted at all and the other has no experience with educational entities. She stated that this is not a political appointment and requested that the item be tabled.

Johnathan Miller addressed the board regarding the board attorney agenda item 7.A. Johnathan addressed the fact that Trustee Wolfe was not present and said that it was not fair that as taxpayers, Mr. Wolfe was not there to hear from the people who utilize the board. He called on Mr. Wolfe to resign. He stated that the board had an amazing attorney who is experienced and unbiased. He stated that if the board was going to change attorneys, it needs to be done right and the board should be accountable to the taxpayers.

Ruie Tuo stated she applauded the board for approving the censure at the last meeting and said she was disappointed that Mr. Wolfe was not present. She addressed the board regarding agenda item 7.A. concerning replacing the attorney with two partisan replacements. She stated she was very impressed with the current board attorney. She requested that the board strike the agenda item. She explained that the job of the attorney is to make sure the board keeps a straight arrow so the board is not

entangled in violations unnecessarily. She opined that having an experienced attorney as the board attorney is in the best interest of everyone in the district. She further expressed the importance of having an experienced attorney and again requested that the item be removed.

Pranan Joshi addressed the board regarding the board attorney agenda item. He stated that one of the firms, Husch Blackwell, did not even fill out the RFQ for the position and that this was not the transparency or ethics that the people deserve. He stated that the other firm had a history of using people in positions of powers like juvenile court and were openly political. He opined that the people deserve something better. He stated that HCDE has an attorney who people seem to love and he urged the board to strike item 7.A.

Jason Oliver addressed the board regarding agenda item 7.A. He requested that the board table the attorney item and keep the current attorney. He stated that the board needs an attorney who is experienced, non-partisan and knowledgeable. He stated the process must be ethical and that the board should take a stand and do what is right for the ethical well-being of the county.

David Brown addressed the board regarding the board attorney agenda item. He stated that the board should not remove the current attorney, especially with partisan attorneys. He stated that if there was a need to replace the attorney, it should be fair and transparent.

Dr. T. Grant Malone thanked the Superintendent and the administration for leading the district with integrity and encouraged the board to keep doing what they are doing. He stated that the children are the main thing.

5. **Reports and presentations:**

A. **Annual Update from Records Management -** Curtis Davis,
Director of Records Management

Mike Wolfe returned to the meeting at approximately 1:33 p.m.

Eric Dick left the meeting at approximately 1:45 p.m. and returned at approximately 1:46 p.m.

B. **Annual Update from Adult Education** - Stephanie Ross,
Director of Adult Education

C. **Superintendent Monthly Report** - James Colbert, Jr.

Superintendent Colbert mentioned the Adult Education graduation ceremony this coming Saturday, that will be taking place in 500s. He stated that there are 65 graduates this year. He updated the board on 3 items: The Community Impact newspaper that featured HCDE's first add on page 4; the flyer to the ribbon-cutting for the early Head Start Program building opening in Baytown on May 23; and shared that on Monday, HCDE had its 2nd annual Teacher of Year program, which was started by Dr. Mays. There were 4 teachers and 4 TA candidates per school. He stated that Richard Cantu was able to serve on the committee that reviewed the submission materials. Mr. Colbert recognized winning recipients TA Byron Clay and teacher Zachary Wikstrom.

D. **Report of the Board Feasibility Subcommittee** - Don Sumners

Nothing to report.

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.

No other reports given.

F. **Monthly Financial Reports through 04/30/2019** - Jesus Amezcuca, Assistant Superintendent for Business Services

Richard Cantu left the meeting at approximately 2:28 p.m. and returned at approximately 2:31 p.m.

Eric Dick left the meeting at approximately 2:28 p.m. and returned at approximately 2:30 p.m.

George Moore left the meeting at 2:29 p.m. and returned at 2:33 p.m.

Motion made by Don Sumners, seconded by Danny Norris to approve all items on the consent agenda.

Motion passes with 7-0 voting to approve all items on consent agenda

6.

ACTION ITEMS - CONSENSUS

- A. Consider approval of the following Business Services items:
1. Monthly Budget Amendment Report
 2. Monthly Disbursement Report
 3. Monthly Investment Report for April 2019
- B. Consider approval of the following Board Meeting Minutes
1. 04-17-2019 Regular Board Meeting Minutes
- C. Consider approval of the following items for the HCDE Choice Partners Cooperative:
1. **Contract renewal option for job no. 17/031TJ Bread Products with the following vendor:** Kurz and Co. for the period of 08/01/2019 through 07/31/2020.
 2. **Contract renewal option for job no. 17/023TJ Dairy and Other Related Products with following vendor:** Borden Dairy Company (dba Borden Dairy Company of Texas, LLC) for the period of 08/01/2019 through 07/31/2020.
 3. **Contract renewal option for job no. 16/025TJ Frozen and Chilled Beverages with following vendors:** Sunny Sky Products, LLC. and Trident Beverage, Inc. for the period of 08/01/2019 through 07/31/2020.
 4. **Contract renewal option for job no. 16/029TJ Commercial Food Distributor with following vendors:** Gordon Food Service, Inc; Jake's Finer Foods, Inc.; and Labatt Institutional Supply Company (dba Labatt Food Service LLC) for the period of 08/01/2019 through 07/31/2020.
 5. **Contract renewal option for job no. 17/035TJ Site Based Pizza Program with the following vendor:** Bull's

Eye Brands, Inc. (dba Smart Mouth Foods) for the period 08/01/2019 through 07/31/2020.

6. **Contract renewal option for job no. 15/031CG for Furniture, Fixtures, Equipment Related Items and Services with the following vendors:** D3, Inc. dba 9 to 5 Seating (#15/031CG-01); Challenge Office Products, Inc. (#15/031CG-04); Computer Comforts, Inc. (#15/031CG-05); AFMA, Inc. dba Contract Resource Group (#15/031CG-06); Fellowes, Inc. dba ESI Ergonomic Solutions (#15/031CG-07); Facilities Interiors, Inc. (#15/031CG-08); Hallmark Office Products, Inc. (#15/031CG-09); Palmieri Furniture Limited (#15/031CG-12); Tesco Industries, LLC (#15/031CG-13), and Today's Classroom, LLC (#15/031CG-14) for the period 07/21/2019 through 07/20/2020.
7. **Contract renewal option for job no. 15/035KC for Textbooks, Library Books and Related Items with the following vendors:** Barnes & Noble Booksellers, Inc. (#15/035KC-02); Cengage Learning, Inc. (#15/035KC-04); Complete Book and Media Supply, LLC (#15/035KC-05); Express Booksellers (#15/035KC-08); KAMICO Instructional Media, Inc. (#15/035KC-09); Scholastic Library Publishing, Inc. (#15/035KC-13); Steps to Literacy, LLC (#15/035KC-15), and Teacher Created Materials, Inc. (#15/035KC-16) for the period 07/21/2019 through 07/20/2020.
8. **Contract renewal option for job no. 16/046KC for Rental, Lease or Purchase of Digital Duplicators and Related Items with the following vendor:** Dahill Office Technology Corporation dba Xerox Business Solutions Southwest (#16/046KC-01) for the period 07/26/2019 through 07/25/2020.
9. **Contract renewal option for job no. 16/052JN for Retail Energy Providers with the following vendors:** NRG Energy, Inc. dba Reliant Energy Retail Services, LLC (#16/052JN-01), and Vistra Energy Corporation dba TXU Energy Retail Company LLC (#16/052JN-02) for the period 07/26/2019 through 07/25/2020.

10. **Contract award for job no. 19/036MR for JOC-IDIQ for Heating, Ventilating, and Air Conditioning (HVAC) with the following vendors:** Emcor-Gowan, Inc. dba Gowan, Inc. (#19/036MR-01); Haynes Mechanical Systems, Inc. (#19/036MR-02); HVAC Mechanical Services of Texas, Ltd dba Hunton (#19/036MR-03); Lange Mechanical Services, L.P. (#19/036MR-04), and The Brandt Companies, LLC (#19/036MR-05) for the period 05/15/2019 through 05/14/2020.
11. **Contract award for job no. 19/027MJ for Disaster Recovery Consultants with the following vendors:** CDR Maguire, Inc. (#19/027MJ-01); Disaster Recovery Services, LLC (#19/027MJ-02), and Project & Vendor Management Advisors, LLC dba PVMA (#19/072KC-03) for the period 05/15/2019 through 05/14/2020.
12. **Contract award for job no. 19/025KD for Office Supplies with the following vendors:** Butler Business Products, LLC (#19/025KD-01); EIS Office Solutions dba Buy On Purpose (#19/025KD-02); Beautiful Ventures, Inc. dba BVI Resources (#19/025KD-03); Challenge Office Products, Inc. (#19/025KD-04); Educator's Depot, Inc. (#19/025KD-05); Hallmark Office Products, Inc. (#19/025KD-06); Liberty Data Products, Inc. dba Liberty Office Products or Gorilla Office Supplies (#19/025KD-07); M.A.N.S. Distributors, Inc. (#19/025KD-08); Louis A. Hernandez, Inc. dba Reliant Business Products (#19/025KD-09); School Specialty, Inc. (#19/025KD-10); E.A. Arredondo dba Standard Office Products (#19/025KD-11); Tejas Office Products, Inc. (#19/025KD-12) for the period 05/15/2019 through 05/14/2020.
13. **Contract award for job no. 19/033MJ for Furniture, Fixtures, Equipment (FFE) and Related Items with the following vendors:** A. Bargas & Associates, LLC (#19/033MJ-01); Agati, Inc. (#19/033MJ-02); Allied Plastics Company, Inc. (#19/033MJ-03); Butler Business Products, LLC (#19/033MJ-04); Carolina Biological Supply Company (#19/033MJ-05); Challenge Office Products, Inc. (#19/033MJ-06); Computer Comforts, Inc. (#19/033MJ-07); Educator's Depot, Inc. (#19/033MJ-08); Fellowes, Inc. dba ESI Ergonomic Solutions (#19/033MJ-09); Gateway Printing & Office Supply, Inc. (#19/033MJ-

10); Hallmark Office Products, Inc. (#19/033MJ-11); Kaplan Early Learning Company (#19/033MJ-12); Dannette Davis dba Kay Davis Associates, LLC (#19/033MJ-13); Lakeshore Equipment Company dba Lakeshore Learning Materials (#19/033MJ-14); Liberty Data Products, Inc. (#19/033MJ-15); Library Interiors of Texas, LLC (#19/033MJ-16); Palmieri Furniture Limited (#19/033MJ-17); School Specialty, Inc. (#19/033MJ-18); Tesco Industries, LLC (#19/033MJ-19), and The Edu-Source Corporation (#19/033MJ-20) for the period 05/15/2019 through 05/14/2020.

14. **HCDE Interlocal Agreements with:** City of Celina, Celina, Texas, and Chapel Hill ISD, Tyler Texas.

D. Consider approval of the following items for Internal Purchasing:

1. **Ratification and approval of renewal options for job no. 15/028LB for CASE After-School and Summer Direct Service Providers with the following vendors:** After School to Achieve; Cultured Pearls Creative; Dinky Drum Company, LLC; Houston Tennis Association, Inc.; Multicultural Education and Counseling through the Arts; MDG Gulf Coast LLC dba Engineering For Kids; Training & Leadership Consulting; Young Audiences, Inc. of Houston; and Zenith Learning for the period of 04/21/2019 through 04/20/2020.
2. **A two-year contract renewal with JPMorgan Chase Bank for depository banking services with HCDE for the period of 09/01/2019 through 08/31/2021;** the original contract is a result of job no. 13/056JG for the period of 09/01/2013 through 08/31/2015 with an option for three (3) two-year renewals; contract is in accordance with Texas Education Code 45.201 through 45.209.
3. **Contract award for job no. 19/031IA for CASE for Kids Consultants and Trainers to the proposers offering the best value to HCDE and meeting the specifications outlined in the proposal:** Chase in Dreams (Speech and

Drama), CypherWorx, Inc., Jennifer Michelle Weeks (dba Creative Trainer's and Consultants), Goals Achieved Consulting (Productive Ventures), Project GRAD Houston, Resources Inspiring Success and Empowering, TEEN TRUTH (TEEN TRUTH, LLC), and VRJ & Associates for the period of 06/01/2019 through 5/31/2024 (subject to annual appropriations of funding).

7.

ACTION ITEMS - NON-CONSENSUS

- A. **Consideration and possible vote on hiring Mike Stafford of Husch Blackwell LLP and/or Gary Polland of Polland & Associates PC** as Board Attorneys and/or Administration Attorneys for the Harris County Department of Education and/or its Board of Trustees, including possible presentation(s) and/or interview(s) of the attorney(s) (agenda item requested by Trustee Wolfe, concurred with by President Flynn).

Agenda item died due to lack of a motion.

- B. **Consider approval of budget items for CASE for Kids to pay for travel expenses of non-employees per the CASE Debates project** for the period of 04/01/2019 through 09/30/2019. CASE for Kids will use funding from the 199 local funds allocated to the CASE Debates project for expenses of non-employee travel for professional development and national debate tournaments. Board approval is required per Policy CH (Local).

Motion made by Danny Norris, seconded by Richard Cantu to approve budget items for CASE for Kids to pay for travel expenses of non-employees per the CASE Debates project for the period of 04/01/2019 through 09/30/2019. CASE for Kids will use funding from the 199 local funds allocated to the CASE Debates project for expenses of non-employee travel for professional development and national debate tournaments. Board approval is required per Policy CH (Local).

Motion passes with 7-0 voting to approve budget items.

- C. **Consider acceptance of the Notice of Award (NOA)** from the US Department of Health and Human Services (HHS), Office of Head Start (OHS), for the HCDE Head Start Division for a Cost of Living Adjustment (COLA) in the supplemental amount of \$220,648.00.

Motion made by Richard Cantu, seconded by Danny Norris to accept the Notice of Award (NOA) from the US Department of Health and Human Services (HHS), Office of Head Start (OHS), for the HCDE Head Start Division for a Cost of Living Adjustment (COLA) in the supplemental amount of \$220,648.00.

Motion passes with 7-0 voting to accept the Notice of Award.

- D. **Consider approval to submit a carryover funds request to the US Department of Health and Human Services (HHS), Office of Head Start (OHS)** to carry forward \$100,590; \$86,090 for program operations and \$14,500 for Training and Technical Assistance (TTA) for Early Head Start Expansion and EHS-Child Care Partnership. The previous grant ended on August 31, 2018. This request is to extend through August 31, 2019; once the grant is authorized by the US Department of Health and Human Services (HHS), Office of Head Start (OHS).

Motion made by Richard Cantu, seconded by Danny Norris to approve to submit a carryover funds request to the US Department of Health and Human Services (HHS), Office of Head Start (OHS) to carry forward \$100,590; \$86,090 for program operations and \$14,500 for Training and Technical Assistance (TTA) for Early Head Start Expansion and EHS-Child Care Partnership. The previous grant ended on August 31, 2018. This request is to extend through August 31, 2019; once the grant is authorized by the US Department of Health and Human Services (HHS), Office of Head Start (OHS).

Motion passes with 7-0 voting to approve submission of carryover funds request.

- E. **Consider approval of a \$2,197,169 request to the US Department of Health and Human Services (HHS), Office of Head Start (OHS) for continued funding of HCDE Early Head Start – Child Care Partnerships and Expansion grant for the 9/1/2019 to 8/31/2020 budget period.**

Motion made by Richard Cantu, seconded by Danny Norris to approve a \$2,197,169 request to the US Department of Health and Human Services (HHS), Office of Head Start (OHS) for continued funding of HCDE Early Head Start – Child Care Partnerships and Expansion grant for the 9/1/2019 to 8/31/2020 budget period.

Motion passes with 7-0 voting to approve a \$2,197,169 request.

- F. **Consider approval of Service Contract between Teaching and Learning Center and WRM Development (RFP #19/006KJ) to provide two days of professional development with 24 speakers and 30 breakout sessions for the period of 07/30/2019 through 07/31/2019 in an amount not to exceed \$45,225 (revenue for this contract is estimated at \$67,500).**

Motion made by Danny Norris, seconded by Don Sumners to approve a Service Contract between Teaching and Learning Center and WRM Development (RFP #19/006KJ) to provide two days of professional development with 24 speakers and 30 breakout sessions for the period of 07/30/2019 through 07/31/2019 in an amount not to exceed \$45,225 (revenue for this contract is estimated at \$67,500).

Motion passes with 7-0 voting to approve Service Contract.

- G. **Consider approval to submit a carryover funds request to the US Department of Health and Human Services (HHS), Office of Head Start (OHS) to carry forward \$45,843.00 of Training and Technical Assistance (TTA) funds. The previous grant ended December 31, 2018. This request is to extend through December 31,**

2019; once the grant is authorized by the US Department of Health and Human Services (HHS), Office of Head Start (OHS).

Motion made by Danny Norris, seconded by Don Sumners to submit a carryover funds request to the US Department of Health and Human Services (HHS), Office of Head Start (OHS) to carry forward \$45,843.00 of Training and Technical Assistance (TTA) funds. The previous grant ended December 31, 2018. This request is to extend through December 31, 2019; once the grant is authorized by the US Department of Health and Human Services (HHS), Office of Head Start (OHS).

Motion passes with 7-0 voting to approve submission.

- H. **Contract amendment with Littler Mendelson PC to increase contract** by \$13,943 (total amount of \$62,943) for the period of January 1, 2019 to May 31, 2019 for legal services.

Motion made by Josh Flynn, seconded by Richard Cantu to amend the contract with Littler Mendelson PC to increase contract by \$13,943 (total amount of \$62,943) for the period of January 1, 2019 to May 31, 2019 for legal services.

Motion made by Don Sumners, seconded by Mike Wolfe to obtain legal counsel concerning this item, and to postpone this item until after Executive Session.

Motion passes with 6-0-1 voting to postpone until after Executive Session with Eric Dick abstaining.

- I. **Consider approval of the following new positions projected in the FY 19-20 Budget:**

(1) FTE Teacher for HP East – to address ratio to students – cost to be billed through fees to client districts

(2) FTEs for School Based Therapy Services – to address additional services required by client districts – cost to be billed through fees to client districts

(1) Instructional coach for AB Schools – to address

instructional requirements for the delivery of high-quality instruction by providing teacher training – cost to be billed through fees to client districts.

(1) Parent/Community Engagement Liaison – to address coordination of records, information, ARDs, and parental needs and client districts' needs – cost to be billed through fees to client districts

(1) Bus Driver – to address transportation services for Special Schools for field trips and school transportation – cost to be billed through fees to client districts

(1) Imaging Clerk for Records Management - to address security issues by converting out-sourced positions to internal help desk positions due to security access concerns and volume need from client districts- same budget cost

(2) FTEs Technology Help Desk Technicians - to address security issues by converting out-sourced positions to internal help desk positions due to security access concerns - same budget cost

Motion made by Danny Norris, seconded by Richard Cantu to approve the following new positions projected in the FY 19-20 Budget:

(1) FTE Teacher for HP East – to address ratio to students – cost to be billed through fees to client districts

(2) FTEs for School Based Therapy Services – to address additional services required by client districts – cost to be billed through fees to client districts

(1) Instructional coach for AB Schools – to address instructional requirements for the delivery of high-quality instruction by providing teacher training – cost to be billed through fees to client districts.

(1) Parent/Community Engagement Liaison – to address coordination of records, information, ARDs, and parental needs and client districts' needs – cost to be billed through fees to client districts

(1) Bus Driver – to address transportation services for Special Schools for field trips and school transportation – cost to be billed through fees to client districts

(1) Imaging Clerk for Records Management - to address security issues by converting out-sourced positions to internal help desk positions due to security access concerns and volume need from client districts- same

budget cost

(2) FTEs Technology Help Desk Technicians - to address security issues by converting out-sourced positions to internal help desk positions due to security access concerns - same budget cost

Motion passes with 5-2 voting to approve positions with Josh Flynn and Mike Wolfe voting nay.

J. **Consider election of President and Vice President of HCDE Board of Trustees**

Motion made by Don Sumners, seconded by Mike Wolfe to re-elect Josh Flynn as Board President.

Motion made by Danny Norris, seconded by Richard Cantu to elect Eric Dick as Board President.

Motion passes 4-3 to re-elect Josh Flynn as Board President with Richard Cantu, Danny Norris and Eric Dick voting nay.

Motion made by Mike Wolfe, seconded by George Moore to elect Don Sumners as Board Vice President.

Motion made by Don Sumners to call the question

Motion to call the question withdrawn by Don Sumners

No action on the motion, 3-3-1 with Richard Cantu, Danny Norris and Eric Dick voting nay, and George Moore abstaining.

The board entered into Closed Session at 3:10 p.m.

8. **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 Superintendent's recommendation to propose nonrenewal of Academic and Behavior School East Principal's Chapter 21 term employment contract for one or more reasons outlined in Policy DFBB (Local) and

determine whether any requested hearing on the proposed nonrenewal will be conducted by the Board or by an independent hearing examiner; obtain legal advice regarding same.

- B. Deliberate Superintendent's recommendation to propose nonrenewal of a teacher's Chapter 21 term employment contract for one or more reasons outlined in Policy DFBB (Local) and determine whether any requested hearing on the proposed nonrenewal will be conducted by the Board or by an independent hearing examiner; obtain legal advice regarding same.

- C. **Deliberate Superintendent's recommendation to award Non-Chapter 21 Contracts for 2019-2020**

Assistant Superintendent - Business
Chief Communications Officer
Chief of Staff
Director - Adult Education
Director - CASE
Director - Choice Partners
Director - Client Engagement
Director - Communications and Creative Services
Director - Construction
Director - Grants Development
Director - Maintenance
Director - Purchasing Support
Director - Records Management
Director - Research & Evaluation
Director - Technology
Senior Director - School-Based Therapy Services
Executive Director - Facilities
Executive Director - Human Resources
Senior Director - Head Start

- D. **Deliberate Superintendent's recommendation to award Chapter 21 Contracts for 2019-2020**

Chapter 21 Probationary Contracts for campus personnel
8 Teachers, ABS East
6 Teachers, ABS West
1 Teacher, Fortis Academy
1 Nurse, Fortis Academy
3 Teachers, Highpoint School East

1 Nurse, Highpoint School East
1 Transition Specialist, Highpoint School East

Chapter 21 Term Contracts for campus personnel

2 Assistant Principals, ABS East
1 Nurse, ABS East
1 Counselor, ABS East
13 Teachers, ABS East
2 Transition Specialists, ABS East
1 Specialist-Behavior Intervention, ABS East
2 Assistant Principals, ABS West
1 Counselor, ABS West
1 Nurse, ABS West
1 Principal, ABS West
13 Teachers, ABS West
1 Transition Specialist, ABS West
3 Teachers, Fortis Academy
1 Counselor, Fortis Academy
1 Principal, Fortis Academy
2 Assistant Principals, Highpoint School East
1 Counselor, Highpoint East
1 Nurse, Highpoint School East
1 Principal, Highpoint School East
13 Teachers, Highpoint School East
2 Transition Specialists, Highpoint School East

Chapter 21 Probationary Contracts for non-campus personnel

1 Director, Curriculum Special Populations, Teaching and Learning Center
1 Director, Curriculum Digital Education & Innovation, Teaching and Learning Center

Chapter 21 Term Contracts for non-campus personnel

2 Assistant Superintendents, Administration
1 Curriculum Compliance Officer, Educator Certification and Professional Advancement
1 Director, Educator Certification and Professional Advancement
1 Senior Director, Schools
1 Curriculum & Compliance Services Director, Schools
1 Director, Curriculum Science , Teaching and Learning Center
1 Director, Special Projects, Teaching and Learning Center
1 Director, Curriculum Math, Teaching and Learning

Center
1 Director, Curriculum ELA, Teaching and Learning
Center
1 Senior Director, Teaching and Learning

- E. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees including, but not limited to, the Director of Center for Safe and Secure Schools.

The board entered into Open Session at 4:00 p.m.

9. **RECONVENE** for possible action on items discussed in executive session
7. H. **Contract amendment with Littler Mendelson PC to increase contract** by \$13,943 (total amount of \$62,943) for the period of January 1, 2019 to May 31, 2019 for legal services.

Motion made by Josh Flynn, seconded by Richard Cantu to amend the contract with Littler Mendelson PC to increase contract by \$13,943 (total amount of \$62,943) for the period of January 1, 2019 to May 31, 2019 for legal services.

Motion fails 0-6-1 with Richard Cantu, Danny Norris, Josh Flynn, Don Sumners, George Moore and Mike Wolfe voting nay and Eric Dick abstaining.

9. A. Consider proposing nonrenewal of Academic and Behavior School East Principal's Chapter 21 term employment contract for one or more reasons outlined in Policy DFBB (Local) and determining whether any requested hearing on the proposed nonrenewal will be conducted by the Board or by an independent hearing examiner.

Motion made by Don Sumners, seconded by Danny Norris to propose nonrenewal of Howard Oliphant's Chapter 21 term contract for one or more reasons outlined in HCDE Policy DFBB (Local) as discussed in Executive Session; determine that any requested hearing on the proposed

nonrenewal of Mr. Oliphant's term employment contract be conducted by an independent hearing examiner appointed by TEA; and direct the Superintendent or his designee to notify Mr. Oliphant of the Board's decision in accordance with applicable law and policy.

Motion passes 5-0-2 proposing nonrenewal, et al, with Eric Dick and Mike Wolfe abstaining.

- B. Consider proposing nonrenewal of a teacher's Chapter 21 term employment contract for one or more reasons outlined in Policy DFBB (Local) and determining whether any requested hearing on the proposed nonrenewal will be conducted by the Board or by an independent hearing examiner.

Motion made by Mike Wolfe, seconded by Danny Norris to propose nonrenewal of Joy Beckford's Chapter 21 term contract for one or more reasons outlined in HCDE Policy DFBB (Local) as discussed in Executive Session; determine that any requested hearing on the proposed nonrenewal of Ms. Beckford's term employment contract be conducted by an independent hearing examiner appointed by TEA; and direct the Superintendent or his designee to notify Mr. Oliphant of the Board's decision in accordance with applicable law and policy.

Motion passes with 7-0 proposing nonrenewal, et al.

- C. **Consider approval of Superintendent's recommendation to award Non-Chapter 21 Contracts for 2019-2020**

Assistant Superintendent - Business
Chief Communications Officer
Chief of Staff
Director - Adult Education
Director - CASE
Director - Choice Partners
Director - Client Engagement
Director - Communications and Creative Services
Director - Construction
Director - Grants Development
Director - Maintenance

Director - Purchasing Support
Director - Records Management
Director - Research & Evaluation
Director - Technology
Senior Director - School-Based Therapy Services
Executive Director - Facilities
Executive Director - Human Resources
Senior Director - Head Start

Motion made by Danny Norris, seconded by George Moore to approve Superintendent's recommendation to award Non-Chapter 21 Contracts for 2019-2020.

Motion passes with 7-6-1 voting to approve, with Mike Wolfe voting nay.

D. **Consider approval of Superintendent's recommendation to award Chapter 21 Contracts for 2019-2020**

Chapter 21 Probationary Contracts for campus personnel
8 Teachers, ABS East
6 Teachers, ABS West
1 Teacher, Fortis Academy
1 Nurse, Fortis Academy
3 Teachers, Highpoint School East
1 Nurse, Highpoint School East
1 Transition Specialist, Highpoint School East

Chapter 21 Term Contracts for campus personnel
2 Assistant Principals, ABS East
1 Nurse, ABS East
1 Counselor, ABS East
13 Teachers, ABS East
2 Transition Specialists, ABS East
1 Specialist-Behavior Intervention, ABS East
2 Assistant Principals, ABS West
1 Counselor, ABS West
1 Nurse, ABS West
1 Principal, ABS West
13 Teachers, ABS West
1 Transition Specialist, ABS West
3 Teachers, Fortis Academy
1 Counselor, Fortis Academy

1 Principal, Fortis Academy
2 Assistant Principals, Highpoint School East
1 Counselor, Highpoint East
1 Nurse, Highpoint School East
1 Principal, Highpoint School East
13 Teachers, Highpoint School East
2 Transition Specialists, Highpoint School East

Chapter 21 Probationary Contracts for non-campus personnel

1 Director, Curriculum Special Populations, Teaching and Learning Center
1 Director, Curriculum Digital Education & Innovation, Teaching and Learning Center

Chapter 21 Term Contracts for non-campus personnel

2 Assistant Superintendents, Administration
1 Curriculum Compliance Officer, Educator Certification and Professional Advancement
1 Director, Educator Certification and Professional Advancement
1 Senior Director, Schools
1 Curriculum & Compliance Services Director, Schools
1 Director, Curriculum Science , Teaching and Learning Center
1 Director, Special Projects, Teaching and Learning Center
1 Director, Curriculum Math, Teaching and Learning Center
1 Director, Curriculum ELA, Teaching and Learning Center
1 Senior Director, Teaching and Learning

Motion made by Danny Norris, seconded by Richard Cantu to approve Superintendent's recommendation to award Chapter 21 Contracts for 2019-2020.

Motion passes with 6-0-1 voting to approve, with Mike Wolfe abstaining.

5. E.

Reports and presentations:

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.

Dr. Moore announced that he had submitted his resignations from the Board of Trustees.

10.

INFORMATION ITEMS

A. **Human Resources Information Items**

B. **April 2019 Employee Count**

C. **HCDE Head Start USDA Meal Totals for the month of February 2019;** this information was derived from the free standing centers, as well as those that are a part of a multi-service center. It is the count of the students' attendance, breakfasts, lunches, and PM snacks.

D. **Revenue contracts less than \$50,000 (aggregate amount reported for this period is \$210,054.70.70):**

- Between Teaching Learning Center and Stafford MSD - "Presenting Deep Dive in the New ELAR TEKS", \$1,250.
- Between Teaching Learning Center and Texas City ISD - "Managing Disruptive Behaviors in the classroom", \$2,500.
- Between Teaching Learning Center and Cypress-Fairbanks ISD - Assisting the Secondary ELA coaches, \$3,350
- Between Teaching Learning Center and Pasadena ISD - Professional Development on social studies incorporating literacy, \$850.
- Between Teaching Learning Center and Houghton Mifflin Harcourt - Host HMH training, \$850.
- Between Teaching Learning Center and Waller ISD - Curriculum Design and work with secondary ELAR coordinator on new TEKS implementation, \$4,000.

- Between Teaching Learning Center and Cypress-Fair ISD - Observations, coaching, time management workshop, \$3,350.
- Between Teaching Learning Center and Dickinson ISD - AP/PrepAP Vertical Team Collaborative, \$3,000.
- Between Teaching Learning Center and Cypress-Fairbanks ISD, - Observations, coaching, time management, workshop, \$3,350.
- Between Teaching Learning Center and Tomball ISD - "Great Explorations in Math& Science Training, \$2,856.
- Between Teaching Learning Center and Houghton Mifflin Harcourt - Hosting the Dyslexia summit, \$1,000.
- Between Teaching Learning Center and Lamar CISD - Annual Contract, \$1,700.
- Between Teaching Learning Center and Harmony Public School - Curriculum assessment review for grades PK-5 for ELAR/Social Studies, \$24,000.
- Between Teaching Learning Center and New Caney ISD - Better Classrooms Training, \$850.
- Between Teaching Learning Center and New Caney ISD - "Deep Dive in the New TEKS", \$1,250.
- Between Teaching Learning Center and New Caney ISD - Power Up Conference, \$4,670.
- Between Teaching Learning Center and Channelview ISD - "Great Explorations in Math & Science", \$679.20.
- Between Teaching Learning Center and Dickinson ISD - "Rigor and Vertical Alignment for Advanced Academics in Science", \$1,200.
- Between Teaching Learning Center and Goose Creek ISD - Support District and Campus Inst. Improvement, \$18,500.
- Between Schools Division and Brenham ISD - Individual monthly contract, \$14,000.
- Between Schools Division and Stafford MSD - Individual monthly contract, \$10,500.

- Between Schools Division and Stafford MSD - Extended School Year, \$5,200.
- Between Schools Division and Tomball ISD - Individual monthly contract, \$12,000.
- Between School-Based Therapy Services and Conroe ISD - Music Therapy, \$2,394.
- Between School-Based Therapy Services and Magnolia ISD - Music Therapy, \$3,937.50
- Between School-Based Therapy Services and Stafford MSD - Amended contract, \$6,650.
- Between School-Based Therapy Services and Deer Park ISD - Music Therapy, \$35,668
- Between Center for Safe and Secure Schools and Lamar CISD - Assembly presentation, \$500.
- Between Records Management and City of Houston - Records Custodial Agreement - \$40,000

E.

Non-monetary contracts for FY 2019

- Between Head Start and LaPorte ISD - Collaborating with HCDE Head Start on the CLI Engage online platform for shared viewing and editing student-level data.
- Between Teaching Learning Center and 1824 Spring Street, LTD - Scholastic Art & Writing Awards Exhibition and Reception.
- Between Adult Education and City of Houston - Location for Adult Education classes.

F.

Expenditure Interlocal contracts less than \$50,000

- Between CASE and Academy of Accelerated Learning - Provide after school educational and recreational programs, \$30,000.
- Between CASE and Galena Park ISD - CASE Debates, \$8,000.

- Between CASE and YES Prep Public School - CASE Debates, \$2,000

G. HCDE Head Start Performance Report for the month of March 2019

11. **ADJOURN** - Next regular meeting is scheduled for Wednesday, June 19, 2019 , Board Room, 6300 Irvington Blvd., Houston, Texas, 77022, at 1:00 p.m.

Motion made by Danny Norris, seconded by Mike Wolfe to adjourn meeting.

Motion passes with 7-0 voting to adjourn.

Meeting adjourned at 4:10 p.m.

Board President

Board Secretary

Action Items

Regular Board Meeting**6.C.1.**

Meeting Date: June 19, 2019
Title: Schools Division Fortis Academy Annual Contracts FY20: Houston ISD
Submitted For: Anthony Mays, 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: Anthony Mays, Jonathan Parker, Jesus Amezcua, Bill Monroe, Kendra Jackson
Facilities/Technology Approval Needed?:

Information**Posted Agenda Item:**

Interlocal (revenue) contracts for FY 2020 in the aggregate amount not to exceed \$100,000 with Fortis Academy with the following district: Houston ISD for in-county annual seats not to exceed \$100,000 (\$6,250 times number of units each/\$6,875 times the number of Special Education units each), August 1, 2019 - August 1, 2020 (May be extended by mutual agreement of both parties for an additional four one-year terms not to exceed beyond August 1, 2024).

Subject:

Interlocal (revenue) contract for FY2020 in the aggregate amount not to exceed \$100,000 with Fortis Academy with the following district: Houston ISD for in-county annual seats not to exceed \$100,000 (\$6,250 times number of units each/\$6,875 times the number of Special Education units each), August 1, 2019-August 1, 2020 (May be extended by mutual agreement of both parties for an additional four one-year terms not to exceed beyond August 1, 2024).

Rationale:

Entity	Description	Date	Amount
Houston ISD	Annual Contract (in-county:\$6250 each/SpEd \$6875 each)	8/1/19-8/1/20	\$100,000
Total: (Not to exceed)			\$100,000

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Fortis Houston ISD_Annual Contract

Form Review

Inbox
Purchasing Alternate
Purchasing

Reviewed By
Kendra Jackson
Bill Monroe

Date
05/31/2019 09:24 AM
05/31/2019 12:21 PM

**INTERLOCAL AGREEMENT
BETWEEN
HOUSTON INDEPENDENT SCHOOL DISTRICT
AND
HARRIS COUNTY DEPARTMENT OF EDUCATION (“HCDE”)**

THIS SERVICES CONTRACT (“Contract”) is made and entered into by and between the Houston Independent School District (“HISD” or “District”), 4400 West 18th Street, Houston, Texas 77092, and **Harris County Department of Education (“HCDE”)** (“Provider”), (6300 Irvington Boulevard, Houston, Texas 77022).

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:

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

Provider agrees to provide to HISD:

- 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 HISD with a weekly statement of student(s)'s attendance.
- d) 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 Plan (IEP) and/or 504 plan are to be provided by HISD. HISD may make such services available in conjunction with Fortis Academy 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 Fortis Academy, HISD will cooperate with Fortis Academy to minimize disruption at Fortis Academy. If HISD requires the student(s) to leave Fortis Academy during the school day, the IEP must include transportation as a related service.
- e) Special education student(s) served under this Contract have been classified 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.

- f) HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from the Fortis Academy program.
- g) 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.
- h) In consideration of the services provided herein, HISD agrees to pay HCDE an in-county fee of:
 - \$6,250 times the number of units purchased
 - \$6,875 times the number of Special Education units
- i) 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.

All work outlined herein shall be deemed "Work" under the terms of this Contract.

II. 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. Once placed at Fortis Academy, the student shall remain at Fortis Academy until the earlier of successful completion of the program at Fortis Academy, removal by Fortis Academy in HCDE's sole discretion, or withdrawal by the student.

III. 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.

IV. SERVICES TO BE PROVIDED BY HISD:

HISD agrees to provide to Provider:

- a) HISD 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 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 Fortis Academy. 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 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. HISD shall provide copies of additional records, including Student Records, as reasonably requested by HCDE.
- c) 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.
- d) 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; Fortis Academy programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The HISD 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 HISD employees and student(s)'s parents/guardians, as necessary.

V. TERM OF CONTRACT

The term of this Contract shall be from **August 1, 2019 through August 1, 2020** and may be extended by mutual agreement of both parties for an additional four one-year terms not to exceed beyond August 1, 2024; provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract.

VI. 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 thirty (30) days 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.

VII. 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 \$ 100,000.**

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 FUND CODE	HISD FUND CODE	HISD INITIATIVE	TEA OBJECT	HISD SUB- OBJECT	HISD GROWTH	HISD SEGMENT	HISD GROUP	TEA ORG	HISD SUB- ORG	SERVICES	TEA PIC	FUNCTION PROCESS	SUB-PROCESS ACTIVITY	SUB- ACTIVITY	\$100,000

Original invoices should be sent for processing to the Controller's Office. Upon receipt by the Controller's Office, the invoice will be processed for payment within thirty (30) days of its receipt.

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.

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 which are attached hereto as Exhibit "1," 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. (If Federal Funds are not utilized, this attachment can be deleted from 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.

X

Provider's Signature

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.

VIII. RELATIONSHIP OF THE PARTIES

It is understood and agreed that Provider is a separate legal entity from HISD and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this 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.

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.

IX. 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.

X. AUTHORIZATION OF 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.

XI. NO WAIVER

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.

XII. 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 ("HCDE")
6300 Irvington Boulevard
Houston, Texas 77022-5618
Attn: Dr. James Colbert, Jr.,
Harris County School Superintendent

To: Houston Independent School District
4400 West 18th Street
Houston, Texas 77092
Attn: Grenita F. Lathan, Ph. D.
Interim Superintendent of Schools

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

XIII. NO ASSIGNMENT

No assignment of this Contract or of any duty or obligation or performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

XIV. SECTION HEADINGS

The headings of sections contained in this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Contract.

XV. GOVERNING LAW

This Contract is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas, for any action under this Contract.

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 hereunder, 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 fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Provider shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order No. 11738, and Environmental Protection Agency regulations (40 CFR, Part 51), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. Violations shall be reported to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

Provider shall recognize 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 (P.L. 94-163).

Provider agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

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, there 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.

XVI. ORIGINALS

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

XVII. 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.

XVIII. INDEMNITY

THE SUPPLIER/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 SUPPLIER/PROVIDER, AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, SUB-CONTRACTORS OR AGENTS ARISING OUT OF, OR IN CONNECTION WITH, SUPPLIER'S/PROVIDER'S PERFORMANCE OF THE AGREEMENT.

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

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 the District for which it is not otherwise liable, nor to waive any immunity or defense to which the District may be entitled nor to create an impermissible deficiency debt of the District.

XIX. CRIMINAL HISTORY BACKGROUND CHECK

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Provider on or after January 1, 2008, who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. Provider must provide a list of the

names and dates of birth of all employees who have passed the background check to District's Office of Ethics & Compliance in person or via email at ethics@houstonisd.org. If Provider's employees, subcontractors or volunteers have no contact with HISD students, Provider shall so certify on a prescribed form to the Office of Ethics & Compliance, and will be considered to be in compliance with the requirements of this contract.

X

Provider's Signature

Provider shall send or ensure that the employee or applicant 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 that have more than 4 employees must set up an account with the Texas Department of Public Safety ("DPS") in order to obtain criminal histories on their covered employees. To set up an account with DPS, a Provider should contact the crime records service bureau at 512-424-2365.

Providers with up to 4 employees must obtain a FAST PASS from the District in order to obtain their criminal history. Appointments must be made with IdentoGo, in accordance with the instructions included with the FAST Pass, who will then notify HISD electronically that the background checks have been done. Providers should contact the District's Human Resources Department to obtain the FAST PASS and scheduling instructions at 713 556-7491.

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

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

Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.

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 the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this Contract if the district 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. The District will compensate the person or business entity for undisputed services performed before the termination of the contract.

XX. RECORDS RETENTION AND AUDITS

HISD or its authorized representative, shall be afforded unrestricted 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.

XXI. STUDENT RECORDS

To the extent that Provider will come into possession of student records and information, and to the extent that Provider will be involved in the survey, analysis, or evaluation of students, incidental to this Contract, Provider agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act.

XXII. 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.

XXIII. 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 vendors at any time to disclose all things of value passing from Provider, its subcontractors or vendors to HISD's personnel or its authorized agents and representatives.

REQUIRED DISCLOSURES

- 1. For all contracts in excess of \$50,000.00, or which require Board approval, Provider must electronically file Form 1295, which is available at <https://www.ethics.state.tx.us/forms/1295.pdf> 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 Exhibit "2." 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 VENDOR 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.**
- 2. 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 Exhibit 3, or available at <https://www.ethics.state.tx.us/forms/CIQ.pdf> 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 vendor: (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 vendor 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 vendor 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

XXIV. 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.

XXV. 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.

XXVI. DATA AND PROPRIETARY RIGHTS

All Work, as defined under this Contract, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Provider personnel in the course of performing the Work.

XXVII. 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.

XXVIII. 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 bid has been awarded and before the beginning of the project when requested by the owner contact. Such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to HISD.

XXIX. 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.

By signing the Contract, the Provider affirms that there is no personal or financial conflict of interest between the Provider or the Provider's family and the District.

IN WITNESS THEREOF, HISD and Provider have executed this Contract effective on this _____ day of _____.

HOUSTON INDEPENDENT SCHOOL DISTRICT

REQUESTOR'S SIGNATURE:

By: _____

(Insert Principal or Departmental Manager name here & remove this print)

(Check one & Insert appropriate # and remove this print)

☐ **Campus**

☐ **Department**

Number _____

"See signature page attached".

**[SELECT APPROPRIATE SIGNATURE PAGE & REMOVE THIS PRINT
SIGNATURE PAGE FOR CONTRACTS UNDER \$50,000]**

PROVIDER

HOUSTON INDEPENDENT SCHOOL DISTRICT

[Insert company name & remove this print]

By: _____
Rene Barajas, Ph.D. Date
Chief Financial Officer

By: _____ Date _____

(Type name & title of authorized representative & remove this print)

OR

Taxpayer Identification Number

By: _____
Sherrie Robinson Date
Controller

APPROVED AS TO FORM

By: _____
Hans P. Graff Date
Deputy General Counsel

OR

By: _____
David Galbraith Date
Assistant General Counsel

OR

By: _____
Miles J. LeBlanc Date
Assistant General Counsel

**[SELECT APPROPRIATE SIGNATURE PAGE & REMOVE THIS PRINT
SIGNATURE PAGE FOR CONTRACTS OVER \$50,000]**

PROVIDER

HOUSTON INDEPENDENT SCHOOL DISTRICT

Harris County Department of Education ("HCDE")

By: _____
Diana Dávila Date
Board President

By: _____ Date _____
James Colbert, Jr.
Harris County School Superintendent

By: _____
Sergio Lira, Ed.D. Date
Board Secretary

Taxpayer Identification Number

By: _____
Grenita Lathan, Ph.D. Date
Interim Superintendent of Schools

APPROVED AS TO FUNDING/BUSINESS TERMS

By: _____
Rene Barajas, Ph.D. Date
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Elneita Hutchins-Taylor Date
General Counsel

OR

By: _____
Hans P. Graff Date
Deputy 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] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

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

(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 agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement 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 Agreement. If the Federal award meets the definition of "funding agreement" 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 agreement," 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 Agreements," 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 agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered 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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

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 _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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”

HISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to vendor’s response to this solicitation.

Houston ISD (“HISD”) 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 HISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom HISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

As a “business entity,” all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with HISD by attaching the completed form to the vendor’s solicitation response.

HISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After HISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from HISD.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;">Name of Officer</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. <div style="margin-top: 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: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-top: 20px;"> <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: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <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). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 45%; text-align: center;">Signature of vendor doing business with the governmental entity</div> <div style="border-bottom: 1px solid black; width: 45%; text-align: center;">Date</div> </div> </div>		

Regular Board Meeting**6.C.2.**

Meeting Date: June 19, 2019
Title: Schools Division Academic and Behavior School West Annual Contracts FY20: Alief ISD (40)
Submitted For: Anthony Mays, 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: Anthony Mays, Jonathan Parker, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson
Facilities/Technology Approval Needed?: None

Information**Posted Agenda Item:**

Interlocal (revenue) contracts for FY 2020 in the aggregate amount of \$824,200 with Academic and Behavior School West with the following district: Alief ISD for forty (40) in-county annual contracts in the amount of \$824,200 (\$20,605 each) for the contract period of 08/26/2019 through 06/05/2020.

Subject:

Interlocal (revenue) contract for FY2020 in the aggregate amount of \$824,200 with Academic and Behavior School West with the following district: Alief ISD for forty (40) in-county annual contracts in the amount of \$824,200 (\$20,605 each) for the contract period of 08/26/2019 through 06/05/2020.

Rationale:

Entity	Description	Date	Amount
Alief ISD	Annual Contract (40) (in-county:\$20,605 each)	8/26/19-6/5/20	\$824,200
Total:			\$824,200

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

ABSW Alief ISD_Annual Contract-40

Form Review**Inbox**

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Denise Alamos
Final Approval Date: 06/03/2019

Reviewed By

Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

05/29/2019 03:04 PM
05/31/2019 12:23 PM
06/03/2019 11:18 AM
Started On: 05/28/2019 10:55 AM

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

2019-2020 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Alief 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. For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **forty (40) 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 agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student(s) in accordance with applicable law. During the period of this agreement, if HCDE fails to provide the necessary specialized facilities and certified personnel, the **AISD** 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 **AISD** with a monthly statement of student(s) attendance.
4. 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**.
5. The student(s) served under this contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the **AISD**, and recommended for services as described herein. The ARD Committee of the **AISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **AISD** will provide copies of all pertinent school records on the student(s) with parental or guardian permission. **AISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **AISD** during the term of this contract. 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.
7. In consideration of the services provided herein, the **AISD** agrees to pay HCDE a total amount of **\$824,200**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

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 2019**
- 50% of annual total amount due will be invoiced in **January 2020**

If Applicable in consideration of Extended School Year Services (ESY) provided herein, **AISD** agrees to pay HCDE:

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2020**.

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).

AISD 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 **AISD** _____ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this contract.
9. HCDE will follow IDEA 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. **AISD** may terminate this contract with or without cause with thirty (30) days written notice to HCDE.
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 affected 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

AISD

Attention:

HD Chambers, Superintendent of Schools
P.O. Box 68
Alief, Texas 77411

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.

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.

H Chul

District School Superintendent/Designee

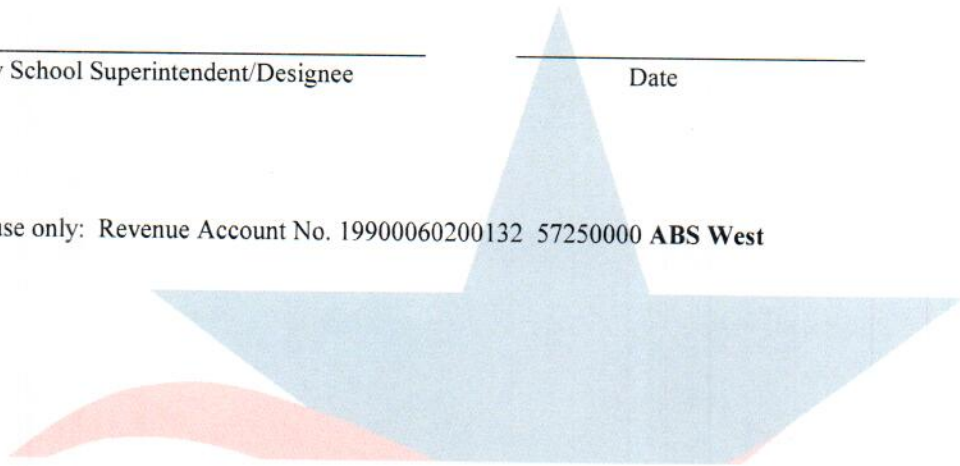
5/16/15

Date

Harris County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19900060200132 57250000 **ABS West**



Regular Board Meeting**6.C.3.**

Meeting Date: June 19, 2019
Title: Schools Division Highpoint School East Annual Contracts FY20: Humble ISD (20), La Porte ISD (8)
Submitted For: Anthony Mays, 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: Anthony Mays, Jonathan Parker, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson
Facilities/Technology Approval Needed?: None

Information**Posted Agenda Item:**

Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$281,372 with Highpoint School East with the following districts: Humble ISD for twenty (20) in-county annual contracts in the amount of \$200,980 (\$10,049 each); and La Porte ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each) for the contract period of 08/26/19 through 06/05/20.

Subject:

Interlocal (revenue) contract for FY2020 in the aggregate amount of \$281,372 with Highpoint School East with the following districts: Humble ISD for twenty (20) in-county annual contracts in the amount of \$200,980 (\$10,049 each); La Porte ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each) for the contract period of 08/26/19 through 06/05/20.

Rationale:

Entity	Description	Date	Amount
Humble ISD	Annual Contract (20) (in-county:\$10,049 each)	8/26/19-6/5/20	\$200,980
La Porte ISD	Annual Contract (8) (in-county: \$10,049 each)	8/26/19-6/5/20	\$80,392
Total:			\$281,372

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

HSE Humble ISD_Annual Contract-20
HSE La Porte_Annual Contract-8

Form Review

Inbox
Purchasing Alternate
Purchasing

Reviewed By
Kendra Jackson
Bill Monroe

Date
05/29/2019 03:07 PM
05/31/2019 12:17 PM

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES
HIGHPOINT SCHOOL (HS) EAST**

2019-2020 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and **Humble Independent School District, ("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. For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for twenty (20) units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of **HISD**.
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(s) in accordance with applicable law. During the period of this Contract, if HCDE fails to provide the necessary specialized facilities and certified personnel, **HISD** 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 **HISD** with a weekly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order 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 required by **HISD**.
5. **HISD** is responsible for providing transportation to and from Highpoint. Location of pick-up and drop-off points and time of service will be determined by representatives of **HISD** and HCDE.
6. **HISD** will provide copies of all pertinent school records pertaining to the student(s). **HISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be obtained by **HISD** during the term of this Contract. Records must include, but are not limited to, (a) a recommendation letter from the school or district stating explicitly why the student is being referred to Highpoint; (b) the student's Middle School Plan (for students in grades 6-8); or (c) the student's Graduation Plan (for students in grades 9-12); (d) the student's current transcript, including all achievement test records; (e) for special education students, the student's current IEP, in accordance to Article 8 of this contract; (f) 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 (g) the student's current year's attendance records.
7. Special Education student(s) served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the 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 Highpoint placement.

8. With referred Special Education student(s), HCDE is responsible for providing the educational and support services that are provided to non-disabled students. Additional services required by a disabled student(s) to implement the student's Individualized Education Plan (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. 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 during the school day, the IEP must include transportation as a related service.
9. HCDE will update **HISD** on the progress of the referred student(s) at least once per semester. 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. In consideration of the services provided herein, **HISD** agrees to pay HCDE an in-county fee of **\$200,980** and any additional fees in the following manner:

\$10,049 times the number of units purchased. **HISD** will be billed twice a year and payment will be due upon receipt of invoice.

\$75.00 special education surcharge times the number of enrollment days for Special Education student(s).

\$115.00 per diem times the number of student(s) in attendance over the number of units purchased (20).

HCDE will bill **HISD** for the amount of units purchased. **HISD** may sell unused units to another district upon obtaining HCDE's prior written consent.

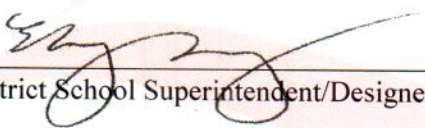
In the event that **HISD** makes a payment to HCDE with a credit card, **HISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
11. The parents of the student(s) shall not be charged for the services contracted under this Contract.
12. HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from the Highpoint program.
13. This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.
14. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
15. 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. Any notice provided under the terms of this Contract by either party to the other shall be in writing and sent 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

HISD
Attention:
Dr. Elizabeth Celania-Fagen, Superintendent
P.O. Box 2000
Humble, Texas 77347

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. 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.
18. This Contract does not create a joint venture or business partnership under Texas law.
19. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
20. 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.



District School Superintendent/Designee

5/17/19

Date

County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19900060700970 57250000 **Highpoint School East**

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES
HIGHPOINT SCHOOL (HS) EAST**

2019-2020 ANNUAL CONTRACT

C20-016

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and **La Porte Independent School District**, ("LPISD") 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 **LPISD** for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which **LPISD** Student Code of Conduct requires a discipline alternative education placement.

1. For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for eight (8) units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of **LPISD**.
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(s) in accordance with applicable law. During the period of this Contract, if HCDE fails to provide the necessary specialized facilities and certified personnel, **LPISD** 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 **LPISD** with a weekly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from **LPISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by **LPISD**.
5. **LPISD** is responsible for providing transportation to and from Highpoint. Location of pick-up and drop-off points and time of service will be determined by representatives of **LPISD** and HCDE.
6. **LPISD** will provide copies of all pertinent school records pertaining to the student(s). **LPISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be obtained by **LPISD** during the term of this Contract. Records must include, but are not limited to, (a) a recommendation letter from the school or district stating explicitly why the student is being referred to Highpoint; (b) the student's Middle School Plan (for students in grades 6-8); or (c) the student's Graduation Plan (for students in grades 9-12); (d) the student's current transcript, including all achievement test records; (e) for special education students, the student's current IEP, in accordance to Article 8 of this contract; (f) 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 (g) the student's current year's attendance records.
7. Special Education student(s) served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within **LPISD** and recommended for services as described herein. The ARD Committee of **LPISD** has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering Highpoint placement.

8. With referred Special Education student(s), HCDE is responsible for providing the educational and support services that are provided to non-disabled students. Additional services required by a disabled student(s) to implement the student's Individualized Education Plan (IEP) and/or 504 plan are to be provided by **LPISD**. **LPISD** may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of **LPISD** and the ARD Committee. If **LPISD** chooses to make such services available in conjunction with Highpoint, **LPISD** will cooperate with Highpoint to minimize disruption at Highpoint. If **LPISD** requires the student(s) to leave during the school day, the IEP must include transportation as a related service.
9. HCDE will update **LPISD** on the progress of the referred student(s) at least once per semester. A member of the **LPISD** 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. In consideration of the services provided herein, **LPISD** agrees to pay HCDE an in-county fee of **\$80,392** and any additional fees in the following manner:

\$10,049 times the number of units purchased. **LPISD** will be billed twice a year and payment will be due upon receipt of invoice.

\$75.00 special education surcharge times the number of enrollment days for Special Education student(s).

\$115.00 per diem times the number of student(s) in attendance over the number of units purchased (8).

HCDE will bill **LPISD** for the amount of units purchased. **LPISD** may sell unused units to another district upon obtaining HCDE's prior written consent.

In the event that **LPISD** makes a payment to HCDE with a credit card, **LPISD** 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).
11. The parents of the student(s) shall not be charged for the services contracted under this Contract.
12. HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from the Highpoint program.
13. This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.
14. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
15. 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. Any notice provided under the terms of this Contract by either party to the other shall be in writing and sent 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

LPISD
Attention:
Dr. Lloyd Graham, Superintendent
1002 San Jacinto
La Porte, Texas 77571

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. 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.
18. This Contract does not create a joint venture or business partnership under Texas law.
19. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
20. 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.

Rhonda Currie

District School Superintendent/Designee

5/15/19

Date

County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19900060700970 57250000 **Highpoint School East**

Regular Board Meeting**6.C.4.**

Meeting Date: June 19, 2019
Title: Schools Division Academic and Behavior School East Annual Contracts FY20
Channelview ISD (5), Deer Park ISD (9), La Porte ISD (9)
Submitted For: Anthony Mays, 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: Anthony Mays, Jonathan Parker, Jesus Amezcua, Bill Monroe, Kendra Jackson
Facilities/Technology Approval Needed?: None

Information**Posted Agenda Item:**

Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$473,915 with Academic and Behavior School East with the following districts: Channelview ISD for five (5) in-county annual contracts in the amount of \$103,025 (\$20,605 each); Deer Park ISD for nine (9) in-county annual contracts in the amount of \$185,445 (\$20,605 each); La Porte ISD for nine (9) in-county annual contracts in the amount of \$185,445 (\$20,605 each) for the contract period of 8/26/19 through 06/05/20.

Subject:

Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$473,915 with Academic and Behavior School East with the following districts: Channelview ISD for five (5) in-county annual contracts in the amount of \$103,025 (\$20,605 each); Deer Park ISD for nine (9) in-county annual contracts in the amount of \$185,445 (\$20,605 each); La Porte ISD for nine (9) in-county annual contracts in the amount of \$185,445 (\$20,605 each) for the contract period of 8/26/19 through 06/05/20.

Rationale:

Entity	Description	Date	Amount
Channelview ISD	Annual Contract (5) (in-county \$20,605 each)	8/26/19-6/5/20	\$103,025
Deer Park ISD	Annual Contract (9) (in-county \$20,605 each)	8/26/19-6/5/20	\$185,445
La Porte ISD	Annual Contract (9) (in-county \$20,605 each)	8/26/19-6/5/20	\$185,445
Total:			\$473,915

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

ABSE Channelview ISD_Annual Contract-5
ABSE Deer Park ISD_Annual Contract-9

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

2019-2020 ANNUAL CONTRACT

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

1. For the period beginning **August 26, 2019** and ending **June 5, 2020**, 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 **CISD**.
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(s) in accordance with applicable law. During the period of this agreement, if HCDE fails to provide the necessary specialized facilities and certified personnel, the **CISD** 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 **CISD** with a monthly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **CISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **CISD**.
5. The student(s) served under this contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the **CISD**, and recommended for services as described herein. The ARD Committee of the **CISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **CISD** will provide copies of all pertinent school records on the student(s) with parental or guardian permission. **CISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **CISD** during the term of this contract. HCDE will be available for participation with the **CISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **CISD** on the implementation of the IEP at least once per semester. A member of the **CISD** 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.
7. In consideration of the services provided herein, the **CISD** agrees to pay HCDE a total amount of **\$103,025**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

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

- 50% of annual total amount due will be invoiced in **September 2019**
- 50% of annual total amount due will be invoiced in **January 2020**

If Applicable in consideration of Extended School Year Services (ESY) provided herein, **CISD** agrees to pay HCDE:

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2020**.

In the event that **CISD** makes a payment to HCDE with a credit card, **CISD** 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).

CISD 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 **CISD** _____ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this contract.
9. HCDE will follow IDEA 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. **CISD** may terminate this contract with or without cause with thirty (30) days written notice to HCDE.

Fees for services paid by CISD prior to termination shall be prorated based on the date of termination and refund to CISD within thirty (30) days of the date of termination.

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 affected 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

CISD
Attention:
Greg Ollis, Superintendent of Schools
828 Sheldon Road
Channelview, TX 77530

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.
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.



District School Superintendent/Designee



Date

Harris County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19900060100131 57250000 **ABS East**

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

2019-2020 ANNUAL CONTRACT

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

1. For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **nine (9) total: Adaptive Behavior Program /LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **DPISD**.
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(s) in accordance with applicable law. During the period of this agreement, if HCDE fails to provide the necessary specialized facilities and certified personnel, the **DPISD** 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 **DPISD** with a monthly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **DPISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **DPISD**.
5. The student(s) served under this contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the **DPISD**, and recommended for services as described herein. The ARD Committee of the **DPISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **DPISD** will provide copies of all pertinent school records on the student(s) with parental or guardian permission. **DPISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **DPISD** during the term of this contract. HCDE will be available for participation with the **DPISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **DPISD** on the implementation of the IEP at least once per semester. A member of the **DPISD** 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.
7. In consideration of the services provided herein, the **DPISD** agrees to pay HCDE a total amount of **\$185,445**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

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

- 50% of annual total amount due will be invoiced in **September 2019**
- 50% of annual total amount due will be invoiced in **January 2020**

If Applicable in consideration of Extended School Year Services (ESY) provided herein, **DPISD** agrees to pay HCDE:

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2020**.

In the event that **DPISD** makes a payment to HCDE with a credit card, **DPISD** 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).

DPISD 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 **DPISD**_____ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this contract.
9. HCDE will follow IDEA 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. **DPISD** may terminate this contract with or without cause with thirty (30) days written notice to HCDE.
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 affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

HCDE

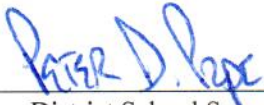
Attention:
James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard
Houston, Texas 77022-5618

DPISD

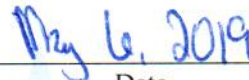
Attention:
Victor White, Superintendent of Schools
2800 Texas Avenue
Deer Park, Texas 77536

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.
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.



District School Superintendent/Designee



Date

Harris County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19900060100131 57250000 **ABS East**

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

2019-2020 ANNUAL CONTRACT

C20-011

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

1. For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **nine (9) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the LPISD.
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(s) in accordance with applicable law. During the period of this agreement, if HCDE fails to provide the necessary specialized facilities and certified personnel, the LPISD 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 LPISD with a monthly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the LPISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the LPISD.
5. The student(s) served under this contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the LPISD, and recommended for services as described herein. The ARD Committee of the LPISD has affirmed the classification and approved the recommendation of such contracted services.
6. LPISD will provide copies of all pertinent school records on the student(s) with parental or guardian permission. LPISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the LPISD during the term of this contract. HCDE will be available for participation with the LPISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the LPISD on the implementation of the IEP at least once per semester. A member of the LPISD 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.
7. In consideration of the services provided herein, the LPISD agrees to pay HCDE a total amount of **\$185,445**. Total amount is calculated by multiplying the number of units X annual in-county tuition rate (\$20,605).

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

- 50% of annual total amount due will be invoiced in **September 2019**
- 50% of annual total amount due will be invoiced in **January 2020**

If Applicable in consideration of Extended School Year Services (ESY) provided herein, LPISD agrees to pay HCDE:

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in July 2020.

In the event that **LPISD** makes a payment to HCDE with a credit card, **LPISD** 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).

LPISD 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 **LPISD** _____ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this contract.
9. HCDE will follow IDEA 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. **LPISD** may terminate this contract with or without cause with thirty (30) days written notice to HCDE.
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 affected 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

LPISD
 Attention:
 Lloyd Graham, Superintendent
 1002 San Jacinto St.
 La Porte, Texas 77571

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.
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.

Rhonda Cumbe

District School Superintendent/Designee

5/14/19

Date

Harris County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19900060100131 57250000 ABS East

Regular Board Meeting**6.D.1.**

Meeting Date:	June 19, 2019		
Title:	Contract Renewal for 17/034TJ Ice Cream Products		
Submitted For:	Jeff Drury, Choice Partners	Submitted By:	Laura Sprehe
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Trisha Jensen, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:****Contract renewal option for job no. 17/034TJ Ice Cream Products with the following vendors:**

JA-EN Enterprises dba JP Ice Cream Distributor (#17/034TJ-01); La Brisa Ice Cream Co. (#17/034TJ-03); La Costenita Distribuidor Inc. (#17/034TJ-04) The Masters Distribution System Co., Inc. (#17/034TJ-05); Paleteria El Pibe (#17/034TJ-06), and Yumi Ice Cream Co., Inc. (#17/034TJ-07) for the period of 08/01/2019 through 07/31/2020.

Subject:

Subject: Choice Partners; Contract Renewal; Food Contract; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). One hundred eighty-two (182) invitations were extended for proposal. Seven (7) responses were received of which seven (7) were awarded.

HCDE/Choice Partners contract no. 17/034TJ Ice Cream Products was awarded for one (1) year from 08/01/2017 to 7/31/2018. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the second (2nd) option for renewal period 08/01/2019 to 07/31/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 17/034TJ will be an administrative fee of one percent (1%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

La Costenita Distribuidor Renewal Letter
JP Ice Cream Renewal Letter
La Brisa Ice Cream Renewal Letter
Masters Distribution Renewal Letter
Paleteria El Pibe Renewal Letter
Yumi Ice Cream Renewal Letter

March 28, 2019

Subject: Contract Renewal for 17/034TJ Ice Cream Products for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

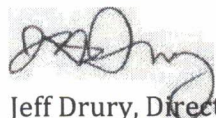
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has two(2), one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <https://hcdeebid.ionwave.net/CurrentSourcingEvents.aspx> by **May 2, 2019 at 2:00 pm (CST)**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	La Costenita Distribuidor Inc
Authorized Signature:	Jose Alvarado
Print Name:	Jose Alvarado
Title:	Pres
Date:	4/19/19
Address:	2002 E 4th St
City, State, Zip Code:	Austin Tx 78702
Phone:	512 256 9412
Email Address:	lacostenita08@gmail.com



March 28, 2019

Subject: Contract Renewal for 17/034TJ Ice Cream Products for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has two(2), one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <https://hcdeebid.ionwave.net/CurrentSourcingEvents.aspx> by **May 2, 2019 at 2:00 pm (CST)**.

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If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org

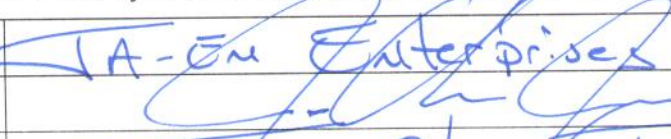
Sincerely,



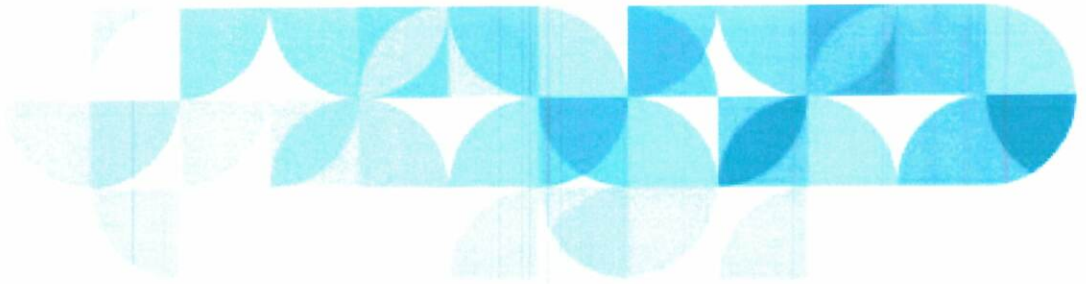
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	JA-EM Enterprises
Authorized Signature:	
Print Name:	Javier Chavez Jr
Title:	Operations Director
Date:	4/16/2019
Address:	1305 MACO Drive
City, State, Zip Code:	Pharm TX 78577
Phone:	956-782-0085
Email Address:	jpiccreamcatt.net





March 28, 2019

Subject: Contract Renewal for 17/034TJ Ice Cream Products for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has two(2), one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at

<https://hcdeebid.ionwave.net/CurrentSourcingEvents.aspx> by **May 2, 2019 at 2:00 pm (CST)**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org

Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	La Briesa Ice Cream
Authorized Signature:	
Print Name:	José Flores
Title:	Mgmt
Date:	5-16-19
Address:	7840 Canal St
City, State, Zip Code:	Houston, TX, 77012
Phone:	(713) 926-3450
Email Address:	José@labrisaicecream.com



March 28, 2019

Subject: Contract Renewal for 17/034TJ Ice Cream Products for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

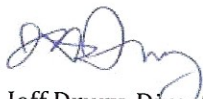
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In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org


Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	THE MASTERS DISTRIBUTION SYSTEM
Authorized Signature:	
Print Name:	MIKE TRULL
Title:	VICE - PRESIDENT
Date:	5/6/19
Address:	575 113 TH ST.
City, State, Zip Code:	ARLINGTON, TX 76011
Phone:	214 728 3327
Email Address:	mtroll@mastersdistribution.com



March 28, 2019

Subject: Contract Renewal for 17/034TJ Ice Cream Products for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has two(2), one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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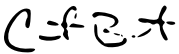
Sincerely,



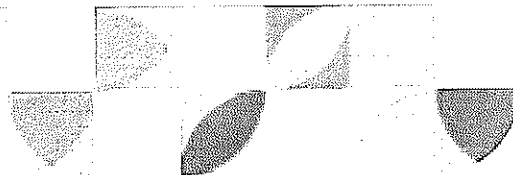
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Paleteria El Pibe
Authorized Signature:	
Print Name:	Cristian Bustamante
Title:	President
Date:	4-25-19
Address:	636 E Crosstimbers st
City, State, Zip Code:	Houston Texas 77022
Phone:	281-541-8777
Email Address:	pibe2k3@yahoo.com





March 28, 2019

Subject: Contract Renewal for 17/034TJ Ice Cream Products for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

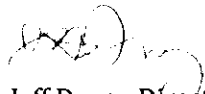
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has two(2), one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <https://hcdeebid.ionwave.net/CurrentSourcingEvents.aspx> by **May 2, 2019 at 2:00 pm (CST)**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

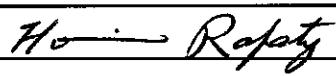
If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org

Sincerely,


Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Yumi Ice Cream Co., Inc.
Authorized Signature:	
Print Name:	Hoss Rafaty
Title:	President
Date:	April-23-19
Address:	3551 Plano Parkway #210
City, State, Zip Code:	The Colony, TX 75056
Phone:	214-630-2300
Email Address:	hoss@yumiiicecream.com



Regular Board Meeting**6.D.2.**

Meeting Date:	June 19, 2019		
Title:	Contract Renewal for RFP #18/047TJ Chemical Products and Services		
Submitted For:	Jeff Drury, Choice Partners	Submitted By:	Laura Sprehe
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Trisha Jensen, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal for job no.18/047TJ Chemical Products and Services with the following vendors: Armstrong Repair Center, Inc. (#18/047TJ-01); Auto-Chlor Services, LLC (#18/047TJ-02).; Buckeye Cleaning Center-Houston (#18/047TJ-03); Ecolab, Inc. (#18/047TJ-04); Magnus Procurement & Logistic Solutions (#18/047TJ-05); Sanitech (#18/047TJ-06), and SFSPac Food Safety & Sanitation (#18/047TJ-07) for the period of 08/01/2019 through 07/31/2020.

Subject:

Choice Partners Cooperative; Contract Renewal; Chemical Contract; Foodservice Contract; Revenue Generating

Rationale:

The process enacted was Request for Proposal (RFP). Three hundred seventy-nine (379) invitations were extended for proposal. Ten (10) responses were received of which seven (7) were awarded. HCDE/Choice Partners contract no. 18/047TJ was awarded for one (1) year from 08/01/2018 to 07/31/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 08/01/2019 to 07/31/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/047TJ will be an administrative fee of one percent (1%). The contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N:	Y
Included in current budget amendment Y/N:	N

Attachments

Armstrong Repair Renewal Letter
Autochlor Renewal Letter
Buckeye Renewal Letter
Ecolab Renewal Letter
Magnus Renewal Letter
Sanitech Renewal Letter

March 26, 2019

Subject: Contract Renewal for 18/047TJ Chemical Products and Services for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <https://hcdeebid.ionwave.net/CurrentSourcingEvents.aspx> by **April 26, 2019 at 2:00 pm (CST)**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org


Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Armstrong Repair Center, INC
Authorized Signature:	
Print Name:	Charles Silva
Title:	Senior Account Manager
Date:	04/16/2019
Address:	5110 Glenmont Dr.
City, State, Zip Code:	Houston, TX 77095
Phone:	713-666-7100
Email Address:	charless@armstrongrepair.com



March 26, 2019

Subject: Contract Renewal for 18/047TJ Chemical Products and Services for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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Sincerely,



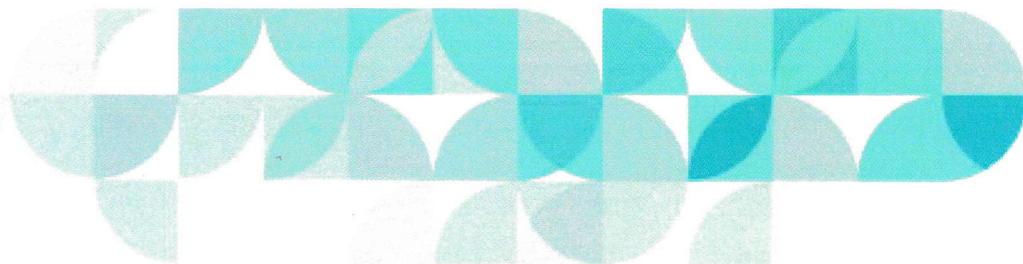
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Auto-Chlor Services, LLC
Authorized Signature:	
Print Name:	E. Douglas Carlton
Title:	President / COO
Date:	April 9, 2019
Address:	500 Dakin St.
City, State, Zip Code:	Jefferson, LA 70121
Phone:	(504) 219-2170
Email Address:	doug.c@acs-llc.net





March 26, 2019

Subject: Contract Renewal for 18/047TJ Chemical Products and Services for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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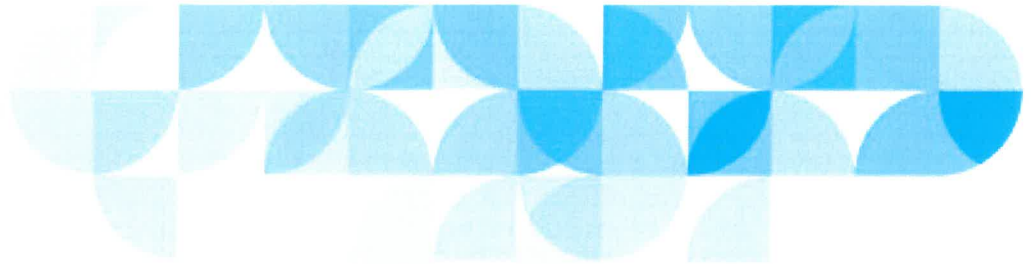
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Buckeye Cleaning Center-Houston
Authorized Signature:	
Print Name:	Reagan LaPoint
Title:	President
Date:	5/3/19
Address:	16420 West Hardy Road Suite 150
City, State, Zip Code:	Houston, TX 77060
Phone:	281-873-4200
Email Address:	rlapoint@buckeyeinternational.com





March 26, 2019

Subject: Contract Renewal for 18/047TJ Chemical Products and Services for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Ecolab Inc.
Authorized Signature:	
Print Name:	Dale Mrozinski
Title:	Government Market Analyst
Date:	4/30/19
Address:	1 Ecolab Place
City, State, Zip Code:	St. Paul MN 55102
Phone:	651-250-4358
Email Address:	Gov.sales@ecolab.com



March 26, 2019

Subject: Contract Renewal for 18/047TJ Chemical Products and Services for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Magnus Procurement and Logistic Solutions, Inc.
Authorized Signature:	
Print Name:	Eric Montes
Title:	VP
Date:	5/13/19
Address:	3680 W. Royal Lane #155A
City, State, Zip Code:	Irving, TX 75063
Phone:	855-962-4687
Email Address:	emontes@magnuschemicals.com





March 26, 2019

Subject: Contract Renewal for 18/047TJ Chemical Products and Services for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org

Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Sanitech Systems, Inc.
Authorized Signature:	
Print Name:	Greg Guice
Title:	President
Date:	April 23, 2019
Address:	4033 Holden Road
City, State, Zip Code:	Lakeland, FL 33811
Phone:	800-699-6211
Email Address:	greg.sanitech@icloud.com



March 26, 2019

Subject: Contract Renewal for 18/047TJ Chemical Products and Services for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	PortionPac Chemical Corporation
Authorized Signature:	
Print Name:	Burton W. Klein
Title:	President
Date:	4/29/2019
Address:	400 N Ashland Ave
City, State, Zip Code:	Chicago, IL 60622
Phone:	312-226-0400
Email Address:	Support@sfspac.com



Regular Board Meeting**6.D.3.**

Meeting Date:	June 19, 2019		
Title:	Contract Renewal for 18/052TJ Direct Delivery of Snacks and Beverages		
Submitted For:	Jeff Drury, Choice Partners	Submitted By:	Laura Sprehe
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Trisha Jensen, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal for job no. 18/052TJ Direct Delivery of Snacks and Beverages with the following vendors: Sterling BV, Inc. dba Buena Vista Food Product, Inc. (#18/052TJ-01); J&J Snack Foods Sales Corp. (#18/052TJ-02); The Masters Distribution System Co., Inc. (#18/052TJ-03); JSB Industries dba Muffin Town (#18/052TJ-04); MinMor Industries LLC dba Notables (#18/052TJ-05), and The Safe + Fair Food Company LLC dba Skeeter Snacks LLC (#18/052TJ-06) for the period of 08/01/2019 through 07/31/2020.

Subject:

Choice Partners Cooperative; Contract Renewal; Food Contract; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Two hundred eighty-six (286) invitations were extended for proposals. Eleven (11) responses were received of which six (6) were awarded. HCDE/Choice Partners contract no. 18/052TJ was awarded for one (1) year from 08/01/2018 to 07/31/2019. The contract has the option for three (3) annual renewals.

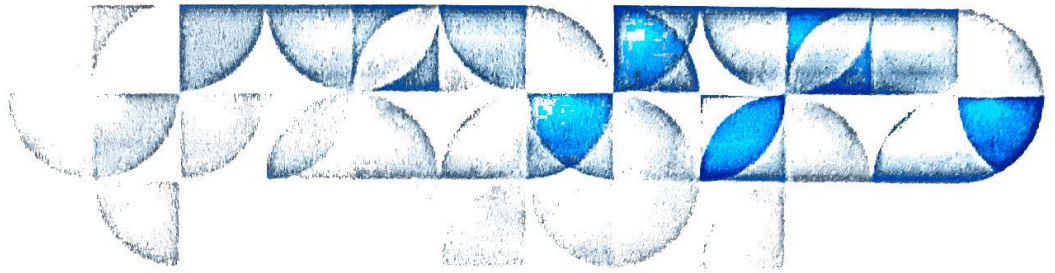
HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 08/01/2019 to 07/31/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no.18/052TJ will be an administrative fee of one percent (1%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N:	Y
Included in current budget amendment Y/N:	N

Attachments

Safe and Fair Renewal Letter
Buena Vista Renewal Letter
J&J Renewal Letter
Masters Renewal Letter
Muffin Town Renewal Letter
Notables Renewal Letter



March 26, 2019

Subject: Contract Renewal for 18/052TJ Direct Delivery of Snacks and Beverages for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (1) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org


Sincerely,


 Jeff Drury, Director
 Choice Partners

A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	THE SAFE+FAIR FOOD COMPANY
Authorized Signature:	
Print Name:	MATTHEW BLACKMON
Title:	VP, SALES
Date:	5/17/2019
Address:	1 N. LASALLE ST. #1515
City, State, Zip Code:	CHICAGO, IL 60602
Phone:	312-259-1389
Email Address:	MATT@SAFEANDFAIR.COM



March 26, 2019

**Subject: Contract Renewal for 18/052TJ Direct Delivery of Snacks and Beverages for Harris County
Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (1) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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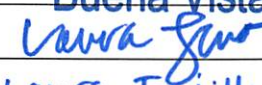
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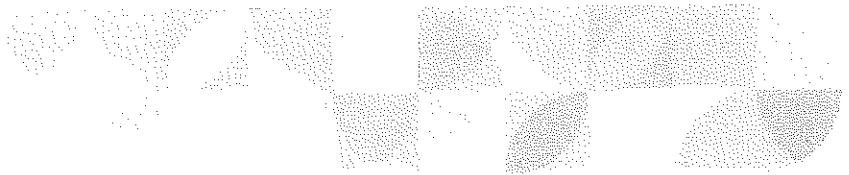
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Buena Vista Foods
Authorized Signature:	
Print Name:	Laura Trujillo
Title:	President
Date:	04/26/19
Address:	823 W. 84th St.
City, State, Zip Code:	Asusca, CA 91702
Phone:	(626) 629-1744
Email Address:	LTrujillo@bvfoods.com





March 26, 2019

Subject: Contract Renewal for 18/052TJ Direct Delivery of Snacks and Beverages for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (1) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	J&J Snack Foods Corp.
Authorized Signature:	
Print Name:	Mimi Ford
Title:	Vice President
Date:	April 25, 2019
Address:	6000 Central Highway
City, State, Zip Code:	Pennsauken, NJ 08109
Phone:	301-447-2132
Email Address:	mford@jjsnack.com



March 26, 2019

Subject: Contract Renewal for 18/052TJ Direct Delivery of Snacks and Beverages for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

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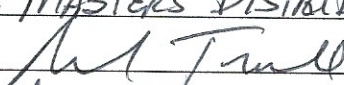
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	THE MASTERS DISTRIBUTION SYSTEM
Authorized Signature:	
Print Name:	MIKE TRULL
Title:	VICE - PRESIDENT
Date:	5/6/19
Address:	515 113 RD ST.
City, State, Zip Code:	ARLINGTON, TX 76011
Phone:	866 817 9596
Email Address:	mtrull@mastersdistribution.com



March 26, 2019

**Subject: Contract Renewal for 18/052TJ Direct Delivery of Snacks and Beverages for Harris County
Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (1) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	JSB Industries, Inc. dba/ Muffin Town
Authorized Signature:	
Print Name:	John P. Anderson
Title:	President
Date:	5/10/19
Address:	130 Crescent Ave.,
City, State, Zip Code:	Chelsea, MA 02150
Phone:	617-846-1565
Email Address:	jackanderson@muffintown.com





March 26, 2019

**Subject: Contract Renewal for 18/052TJ Direct Delivery of Snacks and Beverages for Harris County
Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (1) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

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Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	MinMor Industries LLC, dba notables
Authorized Signature:	
Print Name:	Jeff Borowicz
Title:	National Sales Manager
Date:	May 6, 2019
Address:	6010 Earle Brown Drive
City, State, Zip Code:	Brooklyn Center, MN 55430
Phone:	763-504-5472
Email Address:	jborowicz@notables.com



Regular Board Meeting**6.D.4.**

Meeting Date:	June 19, 2019		
Title:	Contract Renewal for 18/054TJ Restaurant Branded Food Delivery		
Submitted For:	Jeff Drury, Choice Partners	Submitted By:	Laura Sprehe
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Trisha Jensen, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal option for job no. 18/054TJ Restaurant Branded Food Delivery with the following vendors: MAC Pizza Management, Inc dba Domino's Pizza (#18/054TJ-01); Domino's, Inc. dba Domino's Pizza LLC (#18/054TJ-02), and Houston Pizza Ventures, LP dba Papa John's Pizza (#18/054TJ-04) for the period of 08/01/2019 through 07/31/2020.

Subject:

Choice Partners; Contract Renewal; Food Contract; Revenue Generating

Rationale:

The process enacted was Request for Proposals (RFP). Two hundred ninety-five (295) invitations were extended for proposal. Six (6) responses were received of which five (5) were awarded. HCDE/Choice Partners contract no. 18/054TJ was awarded for one (1) year from 08/01/2018 to 07/31/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 08/01/2019 to 7/31/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/054TJ will be an administrative fee of one percent (1%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

MAC Pizza Management (Dominos's) Renewal Letter
Domino's LLC Renewal Letter
Houston Pizza Venture (Papa John's) Renewal Letter

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing

Reviewed By

Joann Nichols
Yaritza Roman
Bill Monroe

Date

05/24/2019 07:55 AM
05/30/2019 03:43 PM
05/31/2019 01:12 PM

March 27, 2019

Subject: Contract Renewal for 18/054TJ Restaurant Branded Food Delivery for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

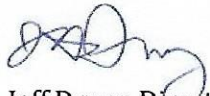
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <https://hcdeebid.ionwave.net/CurrentSourcingEvents.aspx> by **April 26, 2019 at 2:00 pm (CST)**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org

Sincerely,



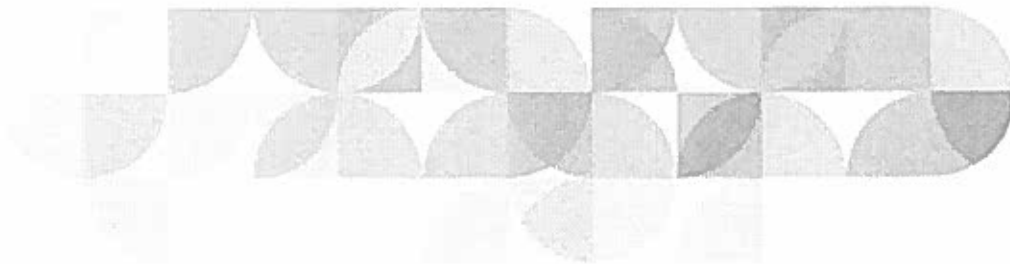
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Mac Pizza Management, Inc. dba Domino's Pizza
Authorized Signature:	P. Webster Herd
Print Name:	Becky Webster Herd
Title:	Operations Assistant
Date:	4/29/2019
Address:	12633 State Highway 30
City, State, Zip Code:	College Station, TX 77845
Phone:	979-695-9912
Email Address:	Becky W@macpizza.net





March 27, 2019

Subject: Contract Renewal for 18/054TJ Restaurant Branded Food Delivery for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <https://hcdeebid.ionwave.net/CurrentSourcingEvents.aspx> by **April 26, 2019 at 2:00 pm (CST)**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org

Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Domino's Pizza LLC
Authorized Signature:	
Print Name:	Art D'Elia
Title:	SVP Brand + Innovation
Date:	
Address:	30 Frank Lloyd Wright Dr.
City, State, Zip Code:	Ann Arbor, MI 48105
Phone:	800-810-6633
Email Address:	SchoolLunchInfo@dominos.com



March 27, 2019

Subject: Contract Renewal for 18/054TJ Restaurant Branded Food Delivery for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2019**. This contract has (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <https://hcdeebid.ionwave.net/CurrentSourcingEvents.aspx> by **April 26, 2019 at 2:00 pm (CST)**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Jensen at 713-696-0742 or e-mail to trisha@choicepartners.org


Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Houston Pizza Venture LP dba Papa John's Pizza
Authorized Signature:	
Print Name:	Lynn Keller
Title:	Vice President
Date:	05/02/2019
Address:	13131 Champions Drive, Suite 110
City, State, Zip Code:	Houston, TX 77069
Phone:	281-580-6088
Email Address:	lkeller@papajohnshouston.com



Regular Board Meeting**6.D.5.**

Meeting Date:	June 19, 2019		
Title:	Contract Award for RFP #19/032TJ Produce and Other Specialty Products		
Submitted For:	Jeff Drury, Choice Partners	Submitted By:	Laura Sprehe
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Trisha Jensen, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract award for job no. 19/032TJ Produce and Other Specialty Products with the following vendors: Brothers Produce, Inc. (#19/032TJ-01); DiMare Fresh, Inc. (#19/032TJ-02), and Hardie's Fruit and Vegetable Co, Houston, LP dba Hardie's Fresh Foods (#19/032TJ-03) for the period of 08/01/2019 through 07/31/2020.

Subject:

Choice Partners; New Contract Award; Food Contract; Revenue Generating

Rationale:

The process enacted was Request for Proposals (RFP) to acquire proposals from vendors to provide Produce and Other Specialty Items to HCDE/Choice Partners members.

Three hundred two (302) invitations were extended for proposals. Eight (8) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 19/032TJ. All responses that met the criteria and requirements of the RFP were evaluated and scored. Two (2) vendors were non-responsive, three (3) vendors were non-awarded, and three (3) vendors offering the best value to HCDE/ Choice Partners and it's members were selected for awards.

HCDE/Choice Partners recommends award of a one (1) year contract from 08/01/2019 to 07/31/2020 to the vendors stated above in Posted Agenda Items. Contract no. 19/032TJ has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 19/032TJ will be an administrative fee of one percent (1%) on all sales made under this contract. The contract is governed by the Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N:	Y
Included in current budget amendment Y/N:	N

Attachments

Evaluation Summary
Recommendation
Participation List

Evaluation Criteria					Brothers Produce	Brothers Produce of Dallas Inc.	Chefs Produce Company (anyway you slice it, inc.)
Averages							
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage			40		38.2	17.2	28.4
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years; current Choice Partners Members Other projects completed within the past 10 years			20		19.6	19.4	20
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform			25		25	23.4	24
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE			0		0	0	0
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service			5		5	5	5
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state			0		0	0	0
(7) Vendor's past relationship with HCDE/CP			5		5	5	5
(8) Marketing Plan			5		4.6	3.4	2.8
Total			100		97.4	73.4	85.2
Evaluation committee for this RFP: Alief ISD Spring Branch ISD Huffman ISD San Jacinto College Texas Serenity Academy	Invitations sent to 302 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <u>Contract</u> 19-032TJ-01 <u>Vendor</u> Brothers Produce, Inc.						

Evaluation Criteria		DiMare Fresh, Inc.	Hardies Fresh Foods	Scarmardo Produce Inc.
Averages				
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		38.6	37.2	26.4
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years; current Choice Partners Members Other projects completed within the past 10 years		19	19.6	19
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		20	25	25
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE		0	0	0
(5) Whether Vendor's financial capability is appropriate to the size and scope of the pr oject and the total long-term cost to HCDE and HCDE members to acquire the products/service		5	5	5
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state		0	0	0
(7) Vendor's past relationship with HCDE/CP		1	5	5
(8) Marketing Plan		3.8	5	2.4
Total		87.4	96.8	82.8
Evaluation committee for this RFP: Allief ISD Spring Branch ISD Huffman ISD San Jacinto College Texas Serenity Academy		Invitations sent to 302 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <u>Contract Vendor</u> 19-032TJ-02 DiMare Fresh, Inc. 19-032TJ-03 Hardie's Fine Foods		



**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

Katherine Yarbrough
Chris Kamradt/Michael Francis
Josph Russo
Mary Johnson
Larnetta Stewart

Alief ISD
Spring Branch ISD
Huffman ISD
San Jacinto College
Texas Serenity Academy

Job (Bid or RFP#) and Name: 19/032TJ Produce and Other Specialty Items
Board Meeting Date: 5/15/2019
Date: 4/9/2019

Procurement Requirements Available:

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	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 & Director)

Justification:

(Any information that pertains to this job (bid or RFP))

19/032TJ Produce and Other Specialty Items

Choice Partners members will utilize this contract for Produce and Other Specialty Items

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>302</u>	vendors
HCDE received	<u>8</u>	responses (see attached evaluation summary).

Recommendation:

HCDE is recommending with Choice Partners Cooperative for Brothers Produce, Inc.; DiMare Fresh Inc.; Hardie's Fruit and Vegetable Co.-Houston, LP (dba Hardie's Fresh Foods). The Recommendation Committee, in evaluating all RFP responses determined a minimum average evaluation score of 86 for award, in order to recommend the vendors providing the most value to HCDE/Choice Partner Members.



**Harris County Department of Education
Choice Partners
Instructions to Recommendation Committee**

[This form is used to document due diligence by Recommendation Committee]

To:	Recommendation Committee
From Choice Partners - Contract Manager:	Trisha Jensen
Job (Bid or RFP) # and Name:	19/032TJ Produce and Other Specialty Items
Board Meeting Date:	5/15/2019
Today's Date:	4/17/2019

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, 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]

To: Purchasing Audit File and Jesus J. Amezcua, CPA,
Assistant Supt. for Business

From Contract Manager:

Trisha Jensen

Purchasing Dept:

Kendra Jackson, Assistant Director

Job- Bid or RFP# and Name:

19/032TJ

Produce and Other Specialty Items

Board Meeting Date:

5/15/2019

Date:

4/17/2019

Procurement Requirements Available:

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	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 Director)

Harris County Department of Education

Participation Detail as of 4/1/2019 02:16:04 PM (CT)

Bid Information

Bid Creator	Trisha Jensen
Email	tjensen@hcde-texas.org
Phone	713 (696) 0742
Fax	
 Bid Number	 19/032TJ
Title	Produce and Other Specialty Items
Bid Type	Request for Proposal
Issue Date	2/22/2019 12:00 AM (CT)
Close Date	4/1/2019 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
11791 (Tasty Brands) (Tasty Brands)	Syosset, NY	02/22/2019			
365 Paving & Construction LLC	Mission, TX	02/22/2019			
A.F. Import & Wholesale Co.	Houston, TX	02/22/2019			
AAA Painting	Houston, TX	02/22/2019			
Abby's Catering (Amber Green Corporation)	Houston, TX	02/22/2019			
Abuso Catering Co.	Houston, TX	02/22/2019			
Active Minds Academy	Baytown, TX	02/22/2019			
Acute Catering and Events	Houston, TX	02/22/2019			
Advance Pierre Foods	Blue Ash, OH	02/22/2019			
Advance Sales	Houston, TX	02/22/2019			
Advance Sales & Marketing	Dallas, TX	02/22/2019			
AdvancePierre Foods	Cincinnati, OH	02/22/2019			
Advantage office products	Houston, TX	02/22/2019			
All American Poly	Piscataway, NJ	02/22/2019			
Alpha Foods Co.	Waller, TX	02/22/2019	Viewed	03/04/2019	
Alpha Material Handling	Midlothian, TX		No Bid	03/25/2019	04/01/2019
American Fire Systems Inc.	HOUSTON, TX		Viewed	02/28/2019	
American Foods Group (Skylark Meats Brands Division)	Omaha, NE	02/22/2019			
American Pride Paper and Plastic	Lakewood, NJ	02/22/2019			
American Pride Seafoods LLC (American Seafoods International LLC)	New Bedford, MA	02/22/2019			
AmeriQual Group LLC	Evansville, IN	02/22/2019			
Aogo Tech Services	Richmond, TX	02/22/2019			
Apple & Eve	Port Washington, NY	02/22/2019	Viewed	02/22/2019	
ARAMARK Educational Services, LLC	Philadelphia, PA	02/22/2019			
ASAP SECURITY SERVICES (Shrink Stoppers, LLC)	Houston, TX		Viewed	03/27/2019	
Asian Food Solutions (Chinese Food Solutions, Inc)	Oviedo, FL	02/22/2019	Viewed	02/22/2019	
Awesome Events (Oliver Meili)	houston, TX	02/22/2019			
B2BDistribut, Inc.	Austin, TX	02/22/2019			
Bake Crafters Food Company	Collegedale, TN	02/22/2019	Viewed	02/24/2019	
Basic American Foods	Walnut Creek, CA	02/22/2019			
Bearing Fruit Early Childhood Training	HOUSTON, TX	02/22/2019			
Beauty & the Bistro Catering	Corpus Christi, TX	02/22/2019			
Ben E Keith Foods (Ben E Keith Company)	Fort Worth, TX	02/22/2019			
Berk Enterprises	Warren, OH	02/22/2019			
Best Express Foods	Cincinnati, OH	02/22/2019			
BMHR - Better Man HR LLC	SAN ANTONIO, TX	02/22/2019	Viewed	02/22/2019	
Bongards	Bongards, MN		Viewed	02/25/2019	
Boudreaux's Cajun Kitchen	Plano, TX	02/22/2019			
BRAUN BEEF CO. INC	SAN ANTONIO, TX	02/22/2019			
BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	02/22/2019			

Bridge Point Integrated Services	Houston, TX	02/22/2019			
BRIGHTER FUTURE, INC.	Houston, TX	02/22/2019			
Brookwood Farms Inc	Siler City, NC	02/22/2019	No Bid	02/26/2019	02/26/2019
Brothers Produce	Freindswood, TX	02/22/2019	Submitted	04/01/2019	04/01/2019
Brothers Produce of Dallas Inc.	Garland, TX		Submitted	04/01/2019	04/01/2019
BTE Giftware Store (BTE Import-Export)	San Antonio, TX	02/22/2019			
Buena Vista Foods (Sterling Foods)	Azusa, CA	02/22/2019	No Bid	02/22/2019	02/22/2019
Burkett Business	Liberty Hill, TX	02/22/2019			
Cafe Favorites (W.A. Kretch Co., LLC)	Lakeland, FL	02/22/2019			
Cargill Kitchen Solutions	Monticello, MN	02/22/2019	Viewed	02/26/2019	
Cargill Meat Solutions	Wichita, KS	02/22/2019			
Cargill Meat Solutions Corporation	Wichita, KS	02/22/2019			
casarez restaurant	houston, TX	02/22/2019			
Catering by George, Inc	Houston, TX	02/22/2019			
Cavendish Farms Inc.	Jamestown, ND	02/22/2019	No Bid	02/22/2019	02/22/2019
Cebev LLC/Juice Bowl	Boca Raton, FL	02/22/2019	No Bid	02/22/2019	04/01/2019
Charlie's Catering Company	Stafford, TX	02/22/2019			
Chef B Services (Boycott Ranch Dressing, LLC)	The Woodlands, TX	02/22/2019			
Chef's Corner Foods (Omnibus Trading Corp)	Hayward, CA	02/22/2019			
chefs produce company (anyway you slice it,inc.)	houston, TX	02/22/2019	Submitted	04/01/2019	04/01/2019
Chick-fil-A of Lake Houston and Humble (Matthew Michaels)	Humble, TX	02/22/2019			
Child Care Associates	FORT WORTH, TX	02/22/2019			
CHURCHFIELD TRADING CO	SANTA YNEZ, CA	02/22/2019			
Cibus Brokerage	Addison, TX	02/22/2019	Viewed	02/25/2019	
CINPAK INC.	SAN ANTONIO, TX	02/22/2019			
Cisneros Packing Co., Inc.	Raymondville, TX	02/22/2019			
Citadel Enterprises Inc	San Jose, CA	02/22/2019			
Coca-Cola Refreshments	Dallas, TX	02/22/2019			
Comida Vida, Inc.	Fairmont, MN	02/22/2019			
ConAgra Foods, Inc.	Troy, OH	02/22/2019	Viewed	02/22/2019	
Corporate Caterers North Houston (MP Catering)	Houston, TX	02/22/2019			
Crystalo enterprises inc	Glenn Dale, MD	02/22/2019			
Culinary Standards (RSW Distributors, LLC)	Louisville, KY	02/22/2019			
D&W FINE PACK LLC	FOUNTAIN INN, SC	02/22/2019			
Danmart, Inc	Houston, TX	02/22/2019			
Darlington (Darlington Cookie Company)	Noblesville, IN	02/22/2019	No Bid	02/22/2019	02/22/2019
dave's baking company (Bake R US inc)	santa monica, CA	02/22/2019	Viewed	02/23/2019	
Davila Pharmacy Inc	San Antonio, TX	02/22/2019			
Del Monte Foods, Inc.	Walnut Creek, CA	02/22/2019			
Devin Distributing an Packaging	Palmhurst, TX	02/22/2019			
DFMi (D&F Marketing Inc.)	Tucker, GA	02/22/2019			
DiMare Fresh, Inc.	Fort Worth, TX	02/22/2019	Submitted	04/01/2019	04/01/2019
Diversified Foodservice Mfg. - DFM (D&F Marketing Inc)	Tucker, GA	02/22/2019			
Domino's Pizza	Orange, TX	02/22/2019			
Domino's Pizza (MAC Pizza Management, Inc.)	College Station, TX	02/22/2019			
Dominos, LLC	Ann Arbor, MI	02/22/2019			
Double B Foods	Arlington, TX	02/22/2019			
Double 'D' International Food Co., Inc.	Bedford, TX	02/22/2019	Viewed	02/22/2019	
Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)	Plano, TX	02/22/2019			
Dr. Mary E. White International, LLC	Houston, TX		No Bid	02/22/2019	02/22/2019
Dutchboy Food Systems, Inc	Knoxville, TN	02/22/2019			
Dynamic Foods	Lubbock, TX	02/22/2019			
East Pointe Holdings, Inc.	Longview, TX	02/22/2019			
Efficient Consultants	Los Angeles, CA	02/22/2019			
Elite Coffee Cafe (Suite Developments LLC)	Houston, TX	02/22/2019			
Ema Sport Solutions (Jhon Mario Madrigal)	Missouri city, TX		Viewed	03/26/2019	
Epic Harvest (Epic Harvests LLC)	Jacksonville, FL	02/22/2019			
ERFA Group LLC	SUGAR LAND, TX		Viewed	03/21/2019	
ES Foods/East Side Entrees	Woodbury, NY	02/22/2019			
Exclusive Catering of Houston	Houston, TX	02/22/2019			
FamilyPoint Resources	Houston, TX	02/22/2019			
First Choice Foods	Fort Worth, TX	02/22/2019			
First Place Foods, LLC	Garland, TX	02/22/2019			
Fit Foodz, Inc.	Atlanta, GA	02/22/2019			

Foodscares (Glanbia Nutritionals, Inc.)	Fitchburg, WI	02/22/2019			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	02/22/2019			
Foster Farms (Foster Poultry Farms)	Livingston, CA	02/22/2019	No Bid	02/27/2019	02/27/2019
Franklin Southern Maid Donuts	Houston, TX	02/22/2019			
Freebirds World Burrito (Tavistock Freebirds, LLC)	Austin, TX	02/22/2019			
French Press Cafe (Majestic Enterprises & Investments)	Houston, TX	02/22/2019			
Frenchy's Sausage Company, Inc.	Houston, TX	02/22/2019			
Fresh Innovations of California, LLC	oxnard, CA	02/22/2019	Viewed	02/25/2019	
Frito-Lay	Plano, TX	02/22/2019			
FSISW, LLC	Houston, TX	02/22/2019			
Fuddruckers (Luby's Fuddruckers restrants Inc)	Houston, TX	02/22/2019			
Full Filled Project Inc	Plano, TX	02/22/2019			
Fusion Food Marketing & Sales	Houston, TX	02/22/2019			
G6 Hospitality dba Motel 6 and Studio 6	Carrollton, TX		Viewed	03/06/2019	
GDK Go Inc. DBA Dominos Pizza	Houston, TX	02/22/2019			
Girls on the Run Greater Houston	Houston, TX		No Bid	03/12/2019	03/12/2019
Glazier Foods Company	Houston, TX	02/22/2019			
Global Coffee Company	Houston, TX	02/22/2019			
Global Foods Inc.	Las Vegas, NV	02/22/2019			
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	02/22/2019			
Gold Creek Foods, LLC	GAINESVILLE, GA	02/22/2019	Viewed	02/22/2019	
Goldkist, A Pilgrim's Pride Company (Pilgrim's Pride Corporation)	Greeley, CO	02/22/2019			
Good Harbor Fillet Co., LLC	Gloucester, MA	02/22/2019			
Gordon Food Service, Inc.	Grand Rapids, MI	02/22/2019			
Grace Academy Learning Center (Healing the Family, Inc.)	Houston, TX	02/22/2019			
Great Western Dining Service, Inc.	Tipton, MO	02/22/2019			
HAH INC	Houston, TX	02/22/2019			
Hardie	Houston, TX	02/22/2019			
HARDIES FRESH FOODS	HOUSTON, TX	02/22/2019	Submitted	04/01/2019	04/01/2019
Hardies Fruit & Vegetable Co. Houston-LP	Dallas, TX	02/22/2019			
Harris School Solution	Niagra Falls, NY	02/22/2019			
Harvest Hill.	Stamford, CT	02/22/2019			
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	02/22/2019			
Healthy Lunch Box	Houston, TX	02/22/2019			
Heart Nation Inc	Humble, TX	02/22/2019			
Heart of Texas Biscuits	Waco, TX	02/22/2019			
HELPING HANDS FITNESS AND NUTRITION	BELLAIRE, TX	02/22/2019			
Hendee Enterprises, Inc.	Houston, TX		No Bid	03/06/2019	03/06/2019
Hickory Hollow Restaurant (Bayou BBQ Inc.)	houston, TX	02/22/2019			
HIGH LINER FOODS	Portsmouth, NH	02/22/2019			
Hinsdale Farms	Bristol, IN	02/22/2019			
Horizon Snack Foods, Inc	Livermore, CA	02/22/2019			
Hormel	Austin, MN		Viewed	03/11/2019	
Horns Crew Trucking (Alvin Horn)	Longview, TX	02/22/2019			
HOT Biscuits (Heart of Texas Biscuits Inc.)	Waco, TX	02/22/2019			
Houston Katz's LLP	Houston, TX	02/22/2019			
Houston Urban Debate League	Houston, TX	02/22/2019			
Humberg Electrical Services, LLC	Rosenberg, TX		Viewed	03/12/2019	
Hungry's Cafe & Bistro	Houston, TX	02/22/2019			
Ice Cream Specialties (Z.I. Rose Inc.)	Bedford, OH	02/22/2019			
Icelandic USA, Inc	Newport News, VA	02/22/2019			
Idaho Pacific	Ririe, ID	02/22/2019			
Idahoan Foods, LLC	Idaho Falls, ID	02/22/2019			
Innoseal Systems	Charlotte, NC	02/22/2019	Viewed	03/04/2019	
Integrated Food Service (Let's Do Lunch, Inc)	Gardena, CA	02/22/2019			
Interflex Inc	West Reading, PA	02/22/2019			
J Tyler Services Inc	Houston, TX		Submitted	04/01/2019	04/01/2019
J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)	Orrville, OH	02/22/2019			
J.O.Y. Foods, Inc.	Dallas, TX	02/22/2019			
J.R. Simplot Company	Boise, ID	02/22/2019	No Bid	02/22/2019	02/22/2019
Jake's Finer Foods	Houston, TX	02/22/2019			

Jennie-O Turkey Store Sales, LLC	Willmar, MN	02/22/2019			
JNSFOODS	tamarac, FL	02/22/2019			
John Williams (Mrs litha child care center)	La porte, TX	02/22/2019			
Jones-Neitzel Co	Dallas, TX	02/22/2019			
Jonny Pops, LLC	St. Louis Park, MN	02/22/2019			
jp ice cream (ja-en enterprises)	Pharr, TX	02/22/2019			
JTM Food Group (J.T.M. Provision's Company, Inc)	Harrison, OH	02/22/2019			
kaizen Renewable Energy (kaizen Endeavors, Inc.)	Dallas, TX	02/22/2019			
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	02/22/2019			
KD Acquisition I, LLC dba Kings Delight (Kings Delight)	Gainesville, GA	02/22/2019			
Kendrick Skipper dba Chick-fil-A at Magnolia	Magnolia, TX	02/22/2019			
Kent Precision Foods Group	St. Louis, MO	02/22/2019	Viewed	02/26/2019	
KEYIMPACT SALES & SYSTEMS	AUSTIN, TX	02/22/2019	Viewed	02/22/2019	
KeyImpact Sales & Systems, Inc.	Pasadena, TX	02/22/2019			
Kings Delight	Gainesville, GA	02/22/2019			
Kojak's Cafe	Houston, TX	02/22/2019			
Kraft Heinz Foods Company	Pittsburgh, PA	02/22/2019			
Kurz & Co.	Houston, TX	02/22/2019	No Bid	03/18/2019	03/18/2019
La Brisa Ice Cream Co (Guadalupe Flores)	Houston, TX	02/22/2019			
la Madeleine (HZ LM Casual Foods)	Sugarland, TX	02/22/2019			
Labatt Food Service	San Antonio, TX	02/22/2019	Submitted	04/01/2019	04/01/2019
Lagniappe Dining Services (Mr. C's Custom Deli and Bistro)	Galveston, TX	02/22/2019			
Lakeland Marketing	Spring, TX	02/22/2019			
Lamb Weston	Eagle, IL	02/22/2019	Viewed	02/22/2019	
Land O'Lakes	Arden Hills, MN	02/22/2019			
Land O'Lakes/Advantage Waypoint LLC (Land O'Lakes)	Tampa, GA	02/22/2019	Viewed	02/22/2019	
Laser Imaging (Hallmarks Laser Imaging)	Houston, TX		Viewed	03/04/2019	
Launch Point CDC, Inc.	Houston, TX	02/22/2019			
Lazo Food Brokerage (Vanessa Lazo)	Houston, TX	02/22/2019	Viewed	02/28/2019	
Lenny's Sub shop 268	Houston, TX	02/22/2019			
Little Ones Daycare	Pasadena, TX	02/22/2019			
Lone Star Coffee LLC	Houston, TX	02/22/2019			
Lott Marketing	Houston, TX	02/22/2019			
LP Printing	Houston, TX		Viewed	02/22/2019	
Lux Bakery, Inc.	SAN ANTONIO, TX	02/22/2019			
M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.)	Santa Fe Springs, CA	02/22/2019	No Bid	02/22/2019	02/22/2019
Magic Seasoning Blends, LLC	New Orleans, LA	02/22/2019			
Maid-Rite Steak Co Inc	Dunmore, PA	02/22/2019	Viewed	02/22/2019	
Marsh Waterproofing, Inc	Vidor, TX		Viewed	03/13/2019	
Masters Distribution (The Masters Distribution Systems Company, Inc.)	Arlington, TX	02/22/2019			
McCain Foods USA, Inc.	lisle, IL	02/22/2019			
McLane Global	Houston, TX	02/22/2019			
McLean Marketing	Boerne, TX	02/22/2019	Viewed	02/25/2019	
McNairn Packaging	westfield, MA	02/22/2019			
Melange Catering (Melange Fine Cuisine, Inc.)	Houston, TX	02/22/2019			
Mendoza Fresh Produce	Houston, TX	02/22/2019			
Michael Foods Inc.	Minnetonka, MN	02/22/2019	No Bid	02/22/2019	02/22/2019
Millunzi & Associates	The Woodlands, TX	02/22/2019			
Monocoque Diversified Interest	Austin, TX	02/22/2019			
Mountain Commercial Graphics (Mountain Products L.P.)	Houston, TX		Viewed	03/03/2019	
Mr. C's Custom Deli and Catering	Galveston, TX	02/22/2019			
Mrs. Clark's Foods (MCF Operating LLC)	Ankeny, IA	02/22/2019			
Mufasa's Pride Rites of Passage	Houston, TX	02/22/2019	Viewed	02/22/2019	
Muffin Town (JSB Industries, Inc.)	Chelsea, MA	02/22/2019	Unsubmitted	02/25/2019	
MyECOPlanet, LLC	Houston, TX	02/22/2019			
Nardone Bros Baking Co Inc.	Wilkes Barre, PA	02/22/2019			
National Food Group, Inc	Novi, MI	02/22/2019	Viewed	02/25/2019	
National Pro Video (KWP Industries, LLC)	Pearland, TX		Viewed	02/26/2019	
Newton Brokerage (Margueritte D. Newton)	Houston, TX	02/22/2019	Viewed	02/22/2019	

Nicho Produce Co., Inc.	Edinburg, TX	02/22/2019			
Nogales Produce Inc.	Dallas, TX	02/22/2019			
NORDCO Marketing, Inc.	The Woodlands, TX	02/22/2019			
Northbourne Food Suppliers	Houston, TX	02/22/2019			
notables	Brooklyn Center, MN	02/22/2019	No Bid	04/01/2019	04/01/2019
NOVA CLEANING SOLUTIONS, LLP	HOUSTON, TX		Viewed	03/19/2019	
NU Health Foods, LLC	Marina Del Rey, CA	02/22/2019	No Bid	02/26/2019	02/26/2019
Nuksy's Fine Catering LLC	Missouri City, TX	02/22/2019			
Office Makers Plus (Cintom)	Richardson, TX		Viewed	03/28/2019	
OneSeventeen Media	Austin, TX		No Bid	03/14/2019	03/14/2019
Oscar's Creamery & Catering (Inwood Associations LLC)	Houston, TX	02/22/2019			
Otis Spunkmeyer LLC	San Leandro, CA	02/22/2019			
Out of the Shell DBA Yangs 5th Taste	South El Monte, CA	02/22/2019	No Bid	02/22/2019	02/22/2019
Panera Bread	Austin, TX	02/22/2019			
Papa John's (GFPM LLC)	Houston, TX	02/22/2019			
Papa John's Pizza (Houston Pizza Venture, LP)	Houston, TX	02/22/2019			
PAPA JOHN'S PIZZA (ZKS VENTURES INC)	PASADENA, TX	02/22/2019			
Papa John's Pizza (ZTF ENTERPRISE, INC.)	Houston, TX	02/22/2019	Viewed	02/23/2019	
PAPA JOHN'S PIZZA LUMBERTON, SILSBEE & KUNTZ (MANS FOOD GROUP)	RICHMOND, TX	02/22/2019			
Papa Murphy's Pizza (Limmrick Pizza Works Memorial, LLC)	Pearland, TX	02/22/2019			
Payton's Blend (Payton's Blend LLC)	Houston, TX	02/22/2019			
PepsiCo	Houston, TX	02/22/2019			
Perdue Foods LLC	Salisbury, MD	02/22/2019			
Perfect Parfait Holdings LLC	Plano, TX	02/22/2019			
Peterson Farms Fresh, Inc	Shelby, MI	02/22/2019			
PFG Victoria (Vistar Corporation)	Cenninnet, CO	02/22/2019			
PHD Resources & Taxes	Houston, TX	02/22/2019			
Pilgrims Pride Corp	Greeley, CO	02/22/2019			
Potbelly Sandwich Works, LLC	Chicago, IL	02/22/2019			
Preferred Meal Systems, Inc	Berkeley, IL	02/22/2019			
Preferred Packaging Sales & Service (Sycamore Sales Inc.)	Norcross, GA	02/22/2019			
Preschool Express Learning Academy	Humble, TX	02/22/2019			
Prime Vendor Inc.	Wilmington, NC		Viewed	02/24/2019	
Proview Foods LLC	Gainseville, GA	02/22/2019			
Quality Star Products Ltd.	Garland, TX	02/22/2019			
Quantum Foods, LLC	Bolingbrook, IL	02/22/2019			
QuaverMusic.com, LLC	Nashville, TN		No Bid	03/07/2019	03/07/2019
Ramos & Harrison	Corpus Christi, TX	02/22/2019			
Rapids Wholesale (Dascoa)	Marion, IA	02/22/2019			
RaRa Foundation Inc	Houston, TX		Viewed	02/27/2019	
Red Gold, LLC (Calfed Financial Corporation)	Orestes, IN	02/22/2019			
Redfish Seafood Grill	Houston, TX	02/22/2019			
Revolution Foods, Inc.	Oakland, CA	02/22/2019			
REXCO FOODS LLC	The Woodlands, TX	02/22/2019			
Rich Chicks, LLC	Tracy, CA	02/22/2019	No Bid	02/22/2019	02/22/2019
Rich Products Corporation	Buffalo, NY	02/22/2019	Viewed	02/25/2019	
Rising Star Academy	Houston, TX	02/22/2019			
River City Produce Co., Inc	San Antonio, TX	02/22/2019			
Rodriguez Foods LTD	Fort worth, TX	02/22/2019			
Rose & Shore	Vernon, CA	02/22/2019	Viewed	02/25/2019	
S.A. Piazza & Associates, LLC	Clackamas, OR	02/22/2019	Viewed	02/22/2019	
Salata (Salata Holding Company, LLC)	Houston, TX	02/22/2019			
Sargent Foods LLC	Sarasota, FL	02/22/2019	Viewed	02/22/2019	
Scarmardo Produce Inc.	Bryan, TX	02/22/2019	Submitted	03/28/2019	03/28/2019
schoenmann produce co.	houston, TX	02/22/2019			
Schwan's Food Service, Inc.	Marshall, MN	02/22/2019	No Bid	02/22/2019	02/22/2019
SilverLine Distributors	HOUSTON, TX	02/22/2019			
Smart Mouth Foods (Bull's Eye Brands, Inc.)	Atlanta, GA	02/22/2019			
SnackKit (William Cole Distribution)	Spring, TX	02/22/2019			
SOMMA Food Group, LLC	Dallas, TX	02/22/2019			
South Mill Mushroom Sales	Kennett Square, PA	02/22/2019			
Southern Dynamic Resources	Lithonia, GA	02/22/2019			
Southwest Foodservice Excellence	Scottsdale, AZ	02/22/2019			

Speedy Burger, LLC	Houston, TX	02/22/2019			
Spur Employment, Inc.	HUNTSVILLE, AL	02/22/2019			
Stampede Meat, Inc	Bridgeview, IL	02/22/2019			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	02/22/2019			
Summit Food Brokers (Eichenlaub, Inc)	Spring, TX	02/22/2019	No Bid	03/13/2019	03/13/2019
SunOpta Foods, Inc.	Edina, MN	02/22/2019			
Superior Bean And Seed (E & J AGRI, INC.)	SUDAN, TX	02/22/2019			
Susan Harautuneian	fresno, CA	02/22/2019			
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)	Houston, TX	02/22/2019			
Synergy-Enterprises	Addison, TX	02/22/2019	Viewed	02/22/2019	
Sysco Houston, Inc.	Houston, TX	02/22/2019			
Tampa Maid Foods, Inc	Lakeland, FL	02/22/2019			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	02/22/2019			
The Core Group	Chino, CA	02/22/2019	Viewed	02/22/2019	
THE FATHERS TABLE	Sanford, FL	02/22/2019	Viewed	02/26/2019	
The Heart of God Restoration Ministry	Houston, TX	02/22/2019			
The Hubert Company (The Hubert Comany LLC)	Harrison, OH	02/22/2019			
The Paper Plate, Inc	Dallas, TX	02/22/2019			
The Safe + Fair Food Company	Chicago, IL	02/22/2019			
The Safeguard System Inc. (Safeguard System Inc.)	Corpus Christi, TX		No Bid	02/22/2019	02/22/2019
The School Group	cypress, TX	02/22/2019			
THIRD COAST FRESH	HOUSTON, TX	02/22/2019			
TMB Screen Printing & Embroidery Spring	Spring, TX	02/22/2019			
Tony's Barbecue & Steak House	Baytown, TX	02/22/2019			
Trident Beverage	Houston, TX	02/22/2019	No Bid	02/25/2019	02/25/2019
Trident Marketing	Katy, TX	02/22/2019			
Trident Seafoods	Seattle, WA	02/22/2019	Viewed	02/22/2019	
True Brew Enterprises	Plano, TX	02/22/2019			
Truitt Family Foods	Salem, OR	02/22/2019			
Tyson Prepared Foods, Inc.	Springdale, AR	02/22/2019			
Uberrito, Monterey's Little Mexico. Casa Ole (Mexican Restaurants, Inc.)	Houston, TX	02/22/2019			
UNBEATABLE SALE INC	LAKEWOOD, NJ		Viewed	03/25/2019	
UNITED Sales & Service	Arvada, CO	02/22/2019			
Uno Foods, Inc.	Brockton, MA	02/22/2019	Viewed	02/22/2019	
Valley Services, Inc.	Jackson, MS	02/22/2019			
Visual Arts Productions	Houston, TX	02/22/2019			
Vivacity Tech PBC	Saint Paul, MN		No Bid	03/05/2019	03/05/2019
VMP Nutrition, LLC	Fort Worth, TX	02/22/2019			
Walnut Creek Farms Texas (Chaz Inc)	Alvarado, TX	02/22/2019			
Wawona Frozen Foods	Clovis, CA	02/22/2019	Viewed	02/22/2019	
Werk U Out training	alvin, TX	02/22/2019			
Whitlock Packaging	Tulsa, OK	02/22/2019			
Winport Furniture (Winport Group LLC)	Houston, TX		Viewed	03/06/2019	
Wylie Construction Services	humble, TX		Viewed	03/01/2019	
Zummos Meat Company	Beaumont, TX	02/22/2019			

External Invitations

Participant Detail

11791 (Tasty Brands) (Tasty Brands)

Address	6800 Jericho Turnpike Syosset, NY 11791	Participation Type:	Active Supplier
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Invitation Date 02/22/2019

Invitation Type Automatic

Invitation Email(s) bids@tastybrandsk12.com

Regular Board Meeting**6.D.6.**

Meeting Date:	June 19, 2019		
Title:	Contract Award for 19/034KC for Musical Instruments & Related Items		
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Cora Day
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract Award for job no. 19/034KC for Musical Instruments & Related Items with the following vendors: Alamo Music Center, Inc. (#19/034KC-01); Universal Melody Services, LLC dba Brook May Music/H&H Music (#19/034KC-02); K&S Music (#19/034KC-03); Guitar Center Stores, Inc. dba Music & Arts Center (#19/034KC-04); Taylor Music, Inc. (#19/034KC-05); Washington Music Sales Center, Inc. dba Washington Music Center (#19/034KC-06), and West Music Company, Inc. (#19/034KC-07) for the period of 06/19/2019 through 06/18/2020.

Subject:

Choice Partners; New Award; Musical Instruments & Related Items; Revenue Generating

Rationale:

The process enacted was Request for Proposals (RFP) to acquire proposals from vendors to provide Musical Instruments & Related Items to HCDE/Choice Partners members.

One hundred (100) invitations were extended for proposals. Eleven (11) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 19/034KC. All responses that met the criteria and requirements of the RFP were evaluated and scored. Four (4) vendors were non-awarded, and seven (7) vendors offering best value to HCDE/Choice Partners and its members were selected for awards.

HCDE/Choice Partners recommends award of a one (1) year contract from 06/19/2019 to 06/18/2020 to the vendors stated above in Posted Agenda Item. Contract no. 19/034KC has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 19/034KC will be an administrative fee of two percent (2%) on all sales made under this contract. This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N:	Y
Included in current budget amendment Y/N:	N

Attachments

Evaluation Criteria - 19/034KC Musical Instruments					Alamo Music Center, Inc.	H&H Music (Universal Melody Services)	K&S Music	Music & Arts Center
Averages					Total Weighted Value			
(1) Price								
Overall Cost of Program								
Pricing as determined by the proposal submitted					40	35.00	23.33	36.67
Pricing may also be based upon usage and coverage								30.00
(2) Vendor's experience and reputation								
References for local governmental entities and with a purchasing cooperative program								
Local government agencies within the past 5 years					20	20.00	18.33	13.33
Other projects completed within the past 10 years								20.00
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs:								
Project Management								
Infrastructure Solutions								
Quality of Vendor's Products/Service					25	21.67	23.33	16.67
Demonstrated Ability to Perform								25.00
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE					0	0.00	0.00	0.00
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service					5	4.67	5.00	4.67
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner:								
(A) has its principal place of business in this state; or					0	0.00	0.00	0.00
(B) employs at least 500 persons in this state								
(7) Vendor's past relationship with HCDE/CP					5	5.00	4.33	0.67
(8) Marketing Plan					5	2.67	2.67	2.67
					100	89.00	77.00	74.67
Total								88.33
Evaluation committee for this RFP:					100 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: Vendor Contract 19/034KC -01 Alamo Music Center Inc. 19/034KC -02 H&H Music 19/034KC -03 K&S Music 19/034KC -04 Music & Arts Center			
Michael Robles								
Kay Alarcon								
Monique Joseph								
Non-Responsive								
Non-Awarded								
Award Threshold of 70								
Total Responses								

Evaluation Criteria - 19/034KC Musical Instruments							Averages	
	Music in Motion	Peripole Inc.	Sweet Pipes	Taylor Music, Inc.	The Mariachi Connection, Inc.	Washington Music Center	West Music Company	
(1) Price								
Overall Cost of Program	28.33	31.67	30.00	35.00	26.67	35.00	31.67	
Pricing as determined by the proposal submitted								
Pricing may also be based upon usage and coverage								
(2) Vendor's experience and reputation								
References for local governmental entities and with a purchasing cooperative program								
Local government agencies within the past 5 years	15.00	11.67	15.00	18.33	8.33	13.33	18.33	
Other projects completed within the past 10 years								
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs:								
Project Management								
Infrastructure Solutions								
Quality of Vendor's Products/Service	15.00	16.67	15.00	21.67	13.33	20.00	21.67	
Demonstrated Ability to Perform								
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service	3.67	2.67	1.67	4.67	3.33	5.00	4.67	
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner:								
(A) has its principal place of business in this state; or	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(B) employs at least 500 persons in this state								
(7) Vendor's past relationship with HCDE/CP	3.33	2.67	3.33	3.33	1.67	1.00	4.33	
(8) Marketing Plan	2.67	3.33	3.33	3.33	3.33	2.67	3.33	
Total	68.00	68.67	68.33	86.33	56.67	77.00	84.00	
Evaluation committee for this RFP:	Invitations sent to 100 prospective bidders							
Michael Robles	Contracts are in accordance with TEC 44.031							
Kay Alarcon	It is recommended that the following awards of annual contracts:							
Monique Joseph	Contract Vendor							
	19/034KC -05 Taylor Music Inc.							
	19/034KC -06 Washington Music Center							
	19/034KC -07 West Music Company							
Non-Responsive								
Non-Awarded								
Award Threshold of 70								
Total Responses								



**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

Michael Robles	Choice Partners
Kay Alarcon	Cypress-Fairbanks ISD
Monique Joseph	Choice Partners

Job (Bid or RFP#) and Name:	19/034KC	Musical Instruments and Related Items/Services
Board Meeting Date:	6/19/2019	
Date:	5/15/2019	

Procurement Requirements Available:

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	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 & Director)

Justification:

(Any information that pertains to this job (bid or RFP))

19/034KC Musical Instruments and Related Items/Services

Choice Partners members will utilize this contract for Musical Instruments and Related Items/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>100</u>	vendors
HCDE received	<u>11</u>	responses (see attached evaluation summary).

Recommendation:

HCDE is recommending with Choice Partners Cooperative for Alamo Music Center Inc, H&H Music/Universal Melody, K&S Music, Music & Arts Center, Taylor Music Inc, Washington Music Center, West Music Company



**Harris County Department of Education
Choice Partners
Instructions to Recommendation Committee**

[This form is used to document due diligence by Recommendation Committee]

To:	Recommendation Committee
From Choice Partners - Contract Manager:	Karen Chesky
Job (Bid or RFP) # and Name:	19/034KC Musical Instruments and Related Items/Services
Board Meeting Date:	6/19/2019
Today's Date:	5/15/2019

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, 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]

To: Purchasing Audit File and Jesus J. Amezcua, CPA,
Assistant Supt. for Business

From Contract Manager:

Karen Chesky

Purchasing Dept:

Kendra Jackson, Assistant Director

Job- Bid or RFP# and Name:

19/034KC

Musical Instruments and Related Items/Services

Board Meeting Date:

6/19/2019

Date:

5/15/2019

Procurement Requirements Available:

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	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 Director)

Harris County Department of Education

Participation Detail as of 5/20/2019 01:17:30 PM (CT)

Bid Information

Bid Creator Karen Chesky
 Email kchesky@hcde-texas.org
 Phone
 Fax

 Bid Number 19/034KC
 Title Musical Instruments & Related Items
 Bid Type Request for Proposal
 Issue Date 4/5/2019 06:00 AM (CT)
 Close Date 4/30/2019 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
23 THRU ME LLC (23 THRU ME)	Houston, TX		Viewed	04/09/2019	
A1-4 Electronics, Inc.	Brooklyn, NY	04/05/2019			
AAA Painting	Houston, TX	04/05/2019			
Acting for All (AFA)	Missouri City, TX	04/05/2019			
AHMS (Auto & Home Mobility Equipment)	College Station, TX	04/05/2019			
Alamo Music Center, Inc.	San Antonio, TX	04/05/2019	Submitted	04/30/2019	04/30/2019
Allegro Music, Lighting and Sound	League City, TX	04/05/2019			
American Specialty Advertising and Promotional Marketing LLC	Allen, TX	04/05/2019			
Arts Alive! Inc (ARTS ALIVE!)	Houston, TX	04/05/2019			
B & H Photo Video (B & H Foto & Electronics Corp.)	New York, NY	04/05/2019			
B&H Music (Kwest Enterprises LLC)	lake Jackson, TX	04/05/2019			
BAND CENTRAL STATION LLC	ALVIN, TX	04/05/2019			
Bandstar Music (Bandstar Musical Instruments, LLC)	San Antonio, TX	04/05/2019			
Bauer Sport Floors, Inc.	Houston, TX	04/05/2019			
Bee Busy Wellness Center	Houston, TX	04/05/2019			
BlazinBrook Preparatory School of The Artz	Houston, TX	04/05/2019			
Brazilian Arts Foundation	Houston, TX	04/05/2019			
BWORKS	Houston, TX	04/05/2019			
Calido Guitars (Daniel Baugh, Jr.)	Lake Jackson, TX	04/05/2019	Viewed	04/05/2019	
Camcor, Inc.	Burlington, NC	04/05/2019			
Cebev LLC/Juice Bowl	Boca Raton, FL		No Bid	04/08/2019	04/08/2019
CMLessons (John Ryan Cantu)	Houston, TX	04/05/2019			
Covenant Communications	Houston, TX		Viewed	04/17/2019	
CueBlue (CueBlue LLC)	Houston, TX	04/05/2019			
Dance Houston	Houston, TX		Viewed	04/09/2019	
Dancing Drum LLC	New Orleans, LA	04/05/2019			
DF Music Enterprise	Naperville, IL	04/05/2019			
DiMare Fresh, Inc.	Fort Worth, TX		Viewed	04/10/2019	
Dinky Drum Company, LLC	Houston, TX	04/05/2019			
Dr. Mary E. White International, LLC	Houston, TX		No Bid	04/25/2019	04/25/2019
Edison Arts Foundation	Missouri City, TX	04/05/2019			
Electrotech Supply Products	San Antonio, TX	04/05/2019			
Eternal Media Solutions (Eternal Media Solutions LLC)	Katy, TX	04/05/2019			
EXPRESSIONS PRODUCTIONS (1972)	Houston (and vicinity), TX	04/05/2019			
Fishburn Violin Shop	Tomball, TX	04/05/2019			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	04/05/2019			
GEMS Life Skills	Houston, TX	04/05/2019			
Gilbert and Lawrence Music, Inc.	Allen, TX	04/05/2019			
Global Education Systems Alliance (William H Prouty PhD)	Sun City, CA	04/05/2019			
Globe Office Products	Houston, TX	04/05/2019			

GUIAR CENTER STORES, INC.	WESTLAKE VILLAGE, CA	04/05/2019			
H&H Music (Universal Melody Services)	dallas, TX	04/05/2019	Submitted	04/19/2019	04/19/2019
HCDE CPC	Houston, TX		Viewed	04/09/2019	
Hermes Music (Hermes Trading Company, Inc.)	Pharr, TX	04/05/2019			
Houston Symphony	Houston, TX	04/05/2019			
Houston Youth Symphony (Houston Youth Symphony and Ballet)	Houston, TX	04/05/2019			
InnerChange Consulting Group	Houston, TX	04/05/2019			
Interstate Music (Cascio Interstate Music, Inc.)	New Berlin, WI	04/05/2019			
J.W. Pepper & Son, Inc.	Richland Hills, TX	04/05/2019	Viewed	04/25/2019	
JS&D Sports Development Outreach Ministries	Humble, TX	04/05/2019			
K&S Music	berkeley heights, NJ		Submitted	04/26/2019	04/26/2019
Korg USA, Inc.	Melville, NY	04/05/2019	Unsubmitted	04/30/2019	
LAKESHORE LEARNING MATERIALS (LAKESHORE EQUIPMENT COMPANY)	CARSON, CA		Viewed	04/11/2019	
Legends Do Live	Missouri City, TX	04/05/2019			
Liberty Office Products (Liberty Data Products, Inc)	Houston, TX		No Bid	04/09/2019	04/09/2019
Lipan Urban	Houston, TX	04/05/2019			
LP Printing	Houston, TX		Viewed	04/05/2019	
Luck's Music Library	Madison Heights, MI		Viewed	04/16/2019	
Macie Publishing Company	Mendham, NJ	04/05/2019	Viewed	04/05/2019	
Macsax (Horn Production LLC)	Austin, TX	04/05/2019			
MainStage Theatrical Supply	Milwaukee, WI	04/05/2019			
MakeMusic, Inc	Eden Prairie, MN	04/05/2019			
McKenna Contracting, Inc	Spring, TX		No Bid	04/25/2019	04/25/2019
MediaVate (MediaVate LLC)	Spring, TX	04/05/2019			
Metropex Piano, Inc.	Dallas, TX	04/05/2019			
Midwest Musical Imports (MSA MUSIC INC)	Minneapolis, MN	04/05/2019	No Bid	04/05/2019	04/05/2019
Music & Arts Center	Frederick, MD	04/05/2019	Submitted	04/30/2019	04/30/2019
Music in Motion	Plano, TX	04/05/2019	Submitted	04/29/2019	04/29/2019
NAH Sports Flooring, LLC	Houston, TX	04/05/2019			
National Educational Music Co.	Mountainside, NJ	04/05/2019			
Nick Rail Music	Santa Barbara, CA	04/05/2019	Viewed	04/08/2019	
Onsite Youth Training	San Antonio, TX	04/05/2019			
ot3tech	Humble, TX	04/05/2019			
Percussion Source (West Music)	Coralville, IA	04/05/2019			
Peripole Inc.	Salem, OR		Submitted	04/22/2019	04/22/2019
Prime Vendor Inc.	Wilmington, NC		Viewed	04/08/2019	
Prism Electric	Dallas, TX		Viewed	04/08/2019	
Providence Office Products LLC	Conroe, TX	04/05/2019			
Psencik Music Inc.	Seguin, TX	04/05/2019			
Ramos & Harrison	Corpus Christi, TX	04/05/2019			
Reginald C. Adams LLC	Houston, TX	04/05/2019			
Reliant Business Products, Inc.	Houston, TX		No Bid	04/25/2019	04/25/2019
RFx Analyst, Inc.	Dover, DE	04/05/2019			
RHYTHM BAND INSTRUMENTS, LLC	FT WORTH, TX	04/05/2019			
Rhythm Path (Rhythm Path LLC)	Burkburnett, TX	04/05/2019			
Rose Costumes	Denton, TX	04/05/2019			
Safe Place Outreach	Houston, TX	04/05/2019			
SAM ASH QUIKSHIP CORPP	TAMPA, FL	04/05/2019			
Sam's Limousine and Transportation (Grand Transportation)	Houston, TX		No Bid	04/24/2019	04/24/2019
Sam's Strings, LLC	Katy, TX	04/05/2019	Unsubmitted	04/05/2019	
Savannah Blue Arts & Outreach	Houston, TX	04/05/2019			
Savior Audio Visual & Film Production	Riverdale, GA	04/05/2019			
Serenity Floor Care (Dirt Free Carpet & Tile Cleaning LLC)	Katy, TX		Viewed	04/29/2019	
Serenity Psalms 147 Inc. (Serenity Psalms 147 Praise & Worship Ministires)	Humble, TX	04/05/2019	Viewed	04/22/2019	
Shar Products Company	Ann Arbor, MI	04/05/2019	Viewed	04/05/2019	
Sherman Clay Pianos (Sherman Clay & Co.)	San Bruno, CA	04/05/2019			
Solel International	Houston, TX	04/05/2019	Viewed	04/11/2019	
Sounds Of Perfection Music Center (Nathan Smith)	Houston, TX	04/05/2019			
Southwest Glen Mission	Houston, TX	04/05/2019			
SSG-MUSIC	LAS VEGAS, NV	04/05/2019			

Stargel Office Solutions (Stargel Office Systems Inc)	Houston, TX		No Bid	04/05/2019	04/05/2019
Steam Kidstitute (Insight Community Resources Inc)	Houston, TX	04/05/2019			
Straight Defined	Copperas Cove, TX	04/05/2019			
SUPASTAR SPIN ACADEMY	HOUSTON, TX	04/05/2019			
SVS Solutions LLC	Houston, TX	04/05/2019			
Sweet Pipes (BRBM Publishing LLC)	The Colony, TX		Submitted	04/29/2019	04/29/2019
Sweetwater (Sweetwater Sound Incorporated)	Fort Wayne, IN	04/05/2019			
Taylor Music, Inc.	Aberdeen, SD	04/05/2019	Submitted	04/30/2019	04/30/2019
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	04/05/2019			
THE BANDMANS COMPANY	FARMERS BRANCH, TX	04/05/2019			
The Mariachi Connection, Inc.	San Antonio, TX	04/05/2019	Submitted	04/22/2019	04/22/2019
The Tuba Exchange (Peruchia, LLC)	Durham, NC	04/05/2019	No Bid	04/09/2019	04/17/2019
TMB Screen Printing & Embroidery Spring	Spring, TX	04/05/2019			
Today's Classroom LLC	Canton, OH		Viewed	04/15/2019	
Total Team Companies, LLC	Houston, TX		Viewed	04/09/2019	
TOTE UNLIMITED	FORT WORT, TX	04/05/2019			
Trezvant Academy, Inc	Houston, TX	04/05/2019			
uncle johns school of music	laporte, TX	04/05/2019			
Uturn Concepts Inc	Houston, TX	04/05/2019			
Vintage King	Ferndale, MI		Viewed	04/08/2019	
Vortex Colorado	Irvine, CA		Viewed	04/17/2019	
Washington Music Center (WASHINGTON MUSIC SALES CENTER INC)	Wheaton, MD	04/05/2019	Submitted	04/24/2019	04/24/2019
Wessex Texas (Carl Kleinsteuber)	Denton, TX	04/05/2019	Unsubmitted	04/05/2019	
West Music Company	Coralville, IA	04/05/2019	Submitted	04/30/2019	04/30/2019
Yawp Records LLC	Houston, TX		Viewed	04/09/2019	
Zalmen Reiss and Associates, Inc.	brooklyn, NY	04/05/2019			

External Invitations

Invite Email	Auto Approve	Invitation Date	Status	Status Date
Thad.Fortune@dms.myflorida.com	Yes	04/18/2019	Invitation Sent	04/18/2019
ccanorro@omwbe.wa.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
todd.mcgonigle@das.state.oh.us	Yes	04/18/2019	Invitation Sent	04/18/2019
Celeste.Metcalf@oa.mo.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
gs-bmwbo@pa.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
ida.mcpherson@dembe.virginia.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
mmdhelp.line@state.mn.us	Yes	04/18/2019	Invitation Sent	04/18/2019
Lourdes.Zapata@esd.ny.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
DOABDMBD@wisconsin.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
BusinessDevelopment@dgs.ca.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
davida.manning@admin.sc.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
Dennis.English@doa.nc.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
rachel.snell@cpa.state.tx.us	Yes	04/18/2019	Invitation Sent	04/18/2019
deborah.sacra@state.de.us	Yes	04/18/2019	Invitation Sent	04/18/2019
reggie.nunnally@massmail.state.ma.us	Yes	04/18/2019	Invitation Sent	04/18/2019
kristiana.j.oliver@wv.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
meg.yetishfsky@ct.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
Charles.Newton@doa.ri.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
froseburgh@idoa.in.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
raleigh.lewis@state.or.us	Yes	04/18/2019	Invitation Sent	04/18/2019
bcovington@mississippi.org	Yes	04/18/2019	Invitation Sent	04/18/2019
rharris@kansascommerce.com	Yes	04/18/2019	Invitation Sent	04/18/2019
BEP.CMS@Illinois.gov	Yes	04/18/2019	Invitation Sent	04/18/2019
TSB@dia.iowa.gov	Yes	04/18/2019	Invitation Sent	04/18/2019

Participant Detail

23 THRU ME LLC (23 THRU ME)

Address PO Box 91547
Houston, TX 77291

Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Response Status Viewed
Status Date 04/09/2019

A1-4 Electronics, Inc.

Address 581 Flushing Ave
Brooklyn, NY 11206

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) astesel@yahoo.com

AAA Painting

Address 6005 Westview Rd.
Houston, TX 77055

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s)

Acting for All (AFA)

Address 2503 Turtle Creek Dr.
Missouri City, TX 77459

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) snwokedi@gmail.com

AHMS (Auto & Home Mobility Equipment)

Address 1902 Pinon Drive
College Station, TX 77845

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) shari@ahms.info

Alamo Music Center, Inc.

Address 425 North Main Avenue
San Antonio, TX 78205

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) gsa@alamomusic.com
Response Date 04/30/2019
Response Status Submitted
Status Date 04/30/2019

Allegro Music, Lighting and Sound

Address 1512 Coronado Lakes Dr.
League City, TX 77573

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) allegro4edu@yahoo.com

American Specialty Advertising and Promotional Marketing LLC

Address PO Box 1976
Allen, TX 75013

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) chris@americanspecialtyadvertising.com

Arts Alive! Inc (ARTS ALIVE!)

Address 4001 North Sheperd, Suite 108
Houston, TX 77092

Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) wendy@artsaliveinc.com

B & H Photo Video (B & H Foto & Electronics Corp.)

Address P.O. Box 28072
New York, NY 10087-8072

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) govedbids@bhphotovideo.com

B&H Music (Kwest Enterprises LLC)

Address 120 Circle Way
lake Jackson, TX 77566

Participation Type: Active Supplier

Classifications TAS,SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) bandhmusic@yahoo.com

BAND CENTRAL STATION LLC

Address 2101 N BYPASS 35 SUITE 103
ALVIN, TX 77511

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) bandcs@comcast.net

Bandstar Music (Bandstar Musical Instruments, LLC)

Address 8035 Culebra, Suite 111
San Antonio, TX 78251

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) caleb@bandstarmusic.com

Bauer Sport Floors, Inc.

Address PO Box 41858
Houston, TX 77241

Participation Type: Active Supplier

Classifications TAS (Primary),TIP

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) rebecca@bauerfloor.com

Bee Busy Wellness Center

Address 8785 W. Bellfort
Houston, TX 77031 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) n.mitchell@mybbwc.org

BlazinBrook Preparatory School of The Artz

Address 14710 Trailbrook Drive
Houston, TX 77095 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) blazinbrook@gmail.com

Brazilian Arts Foundation

Address 316 Pecore St.
Houston, TX 77009 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) mauricio@brazilianarts.org

BWORKS

Address 12130 Falls Coppice Ln.
Houston, TX 77089 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) bworks247@gmail.com

Calido Guitars (Daniel Baugh, Jr.)

Address 129 Lily Street
Lake Jackson, TX 77566-4646 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) daniel@calidoguitars.com
Response Status Viewed
Status Date 04/05/2019

Camcor, Inc.

Address 2273 S Church St
Burlington, NC 27215 Participation Type: Active Supplier

Classifications TAS (Primary),TCP,TIP

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) bids@camcor.com

Cebev LLC/Juice Bowl

Address 2424 N North Federal Highway
Boca Raton, FL 33431 Participation Type: Active Supplier

Response Date 04/08/2019
Response Status No Bid
Status Date 04/08/2019

CMLessons (John Ryan Cantu)

Address 16311 Autumn Wind Dr
Houston, TX 77090 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) johnryan@cmlessons.com

Covenant Communications

Address 9141 Emmott Road
Houston, TX 77040 Participation Type: Active Supplier

Classifications SBE (Primary)

Response Status Viewed
Status Date 04/17/2019

CueBlue (CueBlue LLC)

Address PO Box 667425
Houston, TX 77266-7425 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) joe@cueblue.com

Dance Houston

Address 2450 Louisiana
Houston, TX 77006 Participation Type: Active Supplier

Response Status Viewed
Status Date 04/09/2019

Dancing Drum LLC

Address 5500 Prytania St #619
New Orleans, LA 70115 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s)

DF Music Enterprise

Address 2847 Bond Circle
Naperville, IL 60563 Participation Type: Active Supplier

Classifications TAS,SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) dfisher530@comcast.net

DiMare Fresh, Inc.

Address 9221 Park South View
Houston, TX 77051 Participation Type: Active Supplier

Response Status Viewed
Status Date 04/10/2019

Dinky Drum Company, LLC

Address P.O. Box 8366 Participation Type: Active Supplier
Houston, TX 77288

Classifications MBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) dinkydrum@aol.com

Dr. Mary E. White International, LLC

Address 3030 W. Fuqua Participation Type: Active Supplier
Houston, TX 77045

Classifications MBE,SBE (Primary),HUB,WBE

Response Date 04/25/2019
Response Status No Bid
Status Date 04/25/2019

Edison Arts Foundation

Address 1959 Texas Parkway Participation Type: Active Supplier
Missouri City, TX 77489

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) Edisonartsfoundation@gmail.com

Electrotech Supply Products

Address 3402 Dowling Participation Type: Active Supplier
Houston, TX 77004

Classifications MBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) ccolwell74@gmail.com

Eternal Media Solutions (Eternal Media Solutions LLC)

Address 21555 Provincial Blvd Participation Type: Active Supplier
Katy, TX 77450

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) sean@eternalmediasolutions.com

EXPRESSIONS PRODUCTIONS (1972)

Address 8735 Thistlemoor Participation Type: Active Supplier
Houston (and vicinity), TX 77044

Classifications MBE (Primary),WBE

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) expressionsproductionsco@gmail.com

Fishburn Violin Shop

Address 11435 Spring Cypress Road Participation Type: Active Supplier
Tomball, TX 77377

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) dfishburn@fishburnviolin.com

Fors Lux Group (Fors Lux Group Corporation)

Address 2425 W. Loop South
Houston, TX 77027 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) c.ashmeade@forsluxgroup.com

GEMS Life Skills

Address 6802 D S Bailey Ln
Houston, TX 77091 Participation Type: Active Supplier

Classifications MBE,HUB,WBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) mygems68@gmail.com

Gilbert and Lawrence Music, Inc.

Address 409 Del Rio Ct
Allen, TX 75013 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) Jamie@GilbertandLawrence.com

Global Education Systems Alliance (William H Prouty PhD)

Address Post Office Box 989
Sun City, CA 92586 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) GEWDC99@gmail.com

Globe Office Products

Address 11500 FM 1960 W, Suite 215
Houston, TX 77065 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) globeoff@hotmail.com

GUITAR CENTER STORES, INC.

Address 1020 W. NASA ROAD ONE
WEBSTER, TX 77598 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) sschemahorn@guitarcenter.com

H&H Music (Universal Melody Services)

Address 8605 Carpenter frwy
dallas, TX 75247 Participation Type: Active Supplier

Classifications TAS,TIP

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) chriswarnick@universalmelody.com billeveritt@brookmays.com
Response Date 04/19/2019
Response Status Submitted
Status Date 04/19/2019

HCDE CPC

Address 6005 Westview Drive
Houston, TX 77055 Participation Type: Active Supplier

Classifications SBE

Response Status Viewed
Status Date 04/09/2019

Hermes Music (Hermes Trading Company, Inc.)

Address 830 N. Cage Blvd.
Pharr, TX 78577 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) eddie.zamorano@hermes-music.com

Houston Symphony

Address 615 Louisiana St Ste 102
Houston, TX 77002 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) allison.conlan@houstonsymphony.org

Houston Youth Symphony (Houston Youth Symphony and Ballet)

Address 2400 Augusta Dr., Suite 235
Houston, TX 77057 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) sarah@houstonyouthsymphony.com

InnerChange Consulting Group

Address 7158 Windwater Parkway N
Houston, TX 77036 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) KICIA@INNERCHANGELLC.NET

Interstate Music (Cascio Interstate Music, Inc.)

Address PO Box 510865
New Berlin, WI 53131 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) bidsonline@interstatemusic.com

J.W. Pepper & Son, Inc.

Address 7459 Airport Freeway
Richland Hills, TX 76118 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) dallas@jwpepper.com
Response Status Viewed
Status Date 04/25/2019

JS&D Sports Development Outreach Ministries

Address 18822 Summer Anne Drive
Humble, TX 77346-4821 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) jimmie@jsdsportsdevelopment.org

K&S Music

Address 61 industrial rd
berkeley heights, NJ 07922 Participation Type: Active Supplier

Response Date 04/26/2019
Response Status Submitted
Status Date 04/26/2019

Korg USA, Inc.

Address 316 South Service Road
Melville, NY 11747 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) gaill@korgusa.com
Response Status Unsubmitted
Status Date 04/30/2019

LAKESHORE LEARNING MATERIALS (LAKESHORE EQUIPMENT COMPANY)

Address 2695 E DOMINGUEZ STREET
CARSON, CA 90895 Participation Type: Active Supplier

Classifications TAS (Primary),TCP,TIP

Response Status Viewed
Status Date 04/11/2019

Legends Do Live

Address 1411 Ash Oak
Missouri City, TX 77489 Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) office@legendsdolive.com

Liberty Office Products (Liberty Data Products, Inc)

Address 8744 Westpark
Houston, TX 77063 Participation Type: Active Supplier

Classifications TXM,SBE

Response Date 04/09/2019
Response Status No Bid
Status Date 04/09/2019

Lipan Urban

Address 7518 El Rancho Street
Houston, TX 77087 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) gabeata@hotmail.com

LP Printing

Address 3029 Crossview
Houston, TX 77063 Participation Type: Active Supplier

Classifications MBE,WBE

Response Status Viewed
Status Date 04/05/2019

Luck's Music Library

Address	32300 Edward Madison Heights, MI 48071	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	04/16/2019

Macie Publishing Company

Address	13 East Main Street Mendham, NJ 07945	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	info@maciepublishing.com
Response Status	Viewed
Status Date	04/05/2019

Mac sax (Horn Production LLC)

Address	2007 Kramer Lane Suite 104 Austin, TX 78758	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	macsax2@gmail.com

MainStage Theatrical Supply

Address	8761A Ely Road Pensacola, FL 32514	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	mainstagesales@gmail.com

MakeMusic, Inc

Address	7615 Golden Triangle Dr Eden Prairie, MN 55344	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	abischof@makemusic.com

McKenna Contracting, Inc

Address	3207 W Benders Landing Blvd Spring, TX 77386	Participation Type:	Active Supplier
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Classifications	TAS,TCP,TIP,SBE,WBE (Primary)
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Response Date	04/25/2019
Response Status	No Bid
Status Date	04/25/2019

MediaVate (MediaVate LLC)

Address	23115 Eastgate Village Dr. Spring, TX 77373	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	wwoolsey@mediavate.us

Metroplex Piano, Inc.

Address	9292 LBJ Freeway Dallas, TX 75243	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	dean@metroplexpiano.com

Midwest Musical Imports (MSA MUSIC INC)

Address 2021 E Hennepin Ave. Suite 374
Minneapolis, MN 55413

Participation Type: Active Supplier

Classifications TIP,SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) tori@mmimports.com
Response Date 04/05/2019
Response Status No Bid
Status Date 04/05/2019

Music & Arts Center

Address 4949 Sharp St. Ste 104
Dallas, TX 75247

Participation Type: Active Supplier

Classifications TAS (Primary),TCP

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) tlynge@musicarts.com
Response Date 04/30/2019
Response Status Submitted
Status Date 04/30/2019

Music in Motion

Address 1601 E Plano Parkway, Suite 100
Plano, TX 75074

Participation Type: Active Supplier

Classifications TIP (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) bids@musicmotion.com
Response Date 04/29/2019
Response Status Submitted
Status Date 04/29/2019

NAH Sports Flooring, LLC

Address 3528 East T.C. Jester BLVD
Houston, TX 77018

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) ahammer@covington.com

National Educational Music Co.

Address 1181 Rt 22 East
Mountainside, NJ 07092

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) bids@nemc.com

Nick Rail Music

Address 2801 De la Vina Street
Santa Barbara, CA 93105

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) Lucky@nickrailmusic.com
Response Status Viewed
Status Date 04/08/2019

Onsite Youth Training

Address	11430 Rousseau St San Antonio, TX 78251	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	contact@onsiteyouth.com

ot3tech

Address	9415 woolsey ct Humble, TX 77396	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary)
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	cortez@ot3tech.com

Percussion Source (West Music)

Address	1212 5th St Coralville, IA 52241	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	lcalkin@percussionsource.com

Peripole Inc.

Address	1270 Wilbur St. SE Salem, OR 97302-2833	Participation Type:	Active Supplier
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Response Date	04/22/2019
Response Status	Submitted
Status Date	04/22/2019

Prime Vendor Inc.

Address	4622 Cedar Avenue Wilmington, NC 28403	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	04/08/2019

Prism Electric

Address	2985 Market Street Garland, TX 75041	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	04/08/2019

Providence Office Products LLC

Address	16753 Conroe, TX 77385	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	admin@providenceofficeproducts.com

Psencik Music Inc.

Address	213 paseo del rio Seguin, TX 78155	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	pmc1@satx.rr.com

Ramos & Harrison

Address	224 N Mesquite St Corpus Christi, TX 78401	Participation Type:	Active Supplier
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Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) jrworksts@gmail.com

Reginald C. Adams LLC

Address	P.O. Box 8147 Houston, TX 77288	Participation Type:	Active Supplier
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Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) reginald@reginaldadams.com

Reliant Business Products, Inc.

Address	10641 Haddington Drive Houston, TX 77043	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),HUB

Response Date 04/25/2019
Response Status No Bid
Status Date 04/25/2019

RFx Analyst, Inc.

Address	8 The Green Dover, DE 19901	Participation Type:	Active Supplier
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Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) rfp@rfxanalyst.com

RHYTHM BAND INSTRUMENTS, LLC

Address	P O BOX 40759 FT WORTH, TX 76140	Participation Type:	Active Supplier
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Classifications TCP,TIP

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) schoolsales@rhythmband.com

Rhythm Path (Rhythm Path LLC)

Address	712 Meadow Dr Burkburnett, TX 76354	Participation Type:	Active Supplier
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Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) info@rhythmpath.com

Rose Costumes

Address	5800 I35N Denton, TX 76209	Participation Type:	Active Supplier
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Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) rosecostumes@verizon.net

Safe Place Outreach

Address	12926 Hammemill Ln. Houston, TX 77044	Participation Type:	Active Supplier
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Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) Tamara.davis77@yahoo.com

SAM ASH QUIKSHIP CORPP

Address	7726 CHERI COURT TAMPA, FL 33634	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	samashed@samashmusic.com

Sam's Limousine and Transportation (Grand Transportation)

Address	9102 Westpark Dr. Houston, TX 77063	Participation Type:	Active Supplier
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Classifications	MBE,HUB,WBE (Primary)
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Response Date	04/24/2019
Response Status	No Bid
Status Date	04/24/2019

Sam's Strings, LLC

Address	411 Park Grove Drive, #610 Katy, TX 77450	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	info@samsstrings.com
Response Status	Unsubmitted
Status Date	04/05/2019

Savannah Blue Arts & Outreach

Address	10623 Saratoga Square Missouri City, TX 77459	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	savannahblue36@yahoo.com

Savior Audio Visual & Film Production

Address	45 Chipping Court Riverdale, GA 30274	Participation Type:	Active Supplier
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Classifications	MBE (Primary)
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	saviorav@att.net

Serenity Floor Care (Dirt Free Carpet & Tile Cleaning LLC)

Address	23826 Hopewell Dr Katy, TX 77493	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	04/29/2019

Serenity Psalms 147 Inc. (Serenity Psalms 147 Praise & Worship Ministires)

Address	P.O. Box 280508 Houston, TX 77228	Participation Type:	Active Supplier
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Classifications	MBE (Primary)
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	serenitypsalms147@yahoo.com
Response Status	Viewed
Status Date	04/22/2019

Shar Products Company

Address 2465 S Industrial Hwy
Ann Arbor, MI 48104

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) schools@sharmusic.com
Response Status Viewed
Status Date 04/05/2019

Sherman Clay Pianos (Sherman Clay & Co.)

Address 3133 SW Freeway
Houston, TX 77098

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) chris_hepp@sclay.com

Solel International

Address c/o 6134 Micollet
Houston, TX 77016

Participation Type: Active Supplier

Classifications MBE (Primary),SBE

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) soleldrive@gmail.com
Response Status Viewed
Status Date 04/11/2019

Sounds Of Perfection Music Center (Nathan Smith)

Address 12337 Jones Rd
Houston, TX 77070

Participation Type: Active Supplier

Classifications USC,SBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) perfectioncenter@yahoo.com

Southwest Glen Mission

Address Take to leasing office
Houston, TX 77099

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) bernadette@swglenmission.org

SSG-MUSIC

Address 855 E TWAIN AVE
LAS VEGAS, NV 89169

Participation Type: Active Supplier

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) ssgmusic702.shawn@gmail.com

Stargel Office Solutions (Stargel Office Systems Inc)

Address 4700 blalock
Houston, TX 77041

Participation Type: Active Supplier

Classifications DIR (Primary),TAS,USC

Response Date 04/05/2019
Response Status No Bid
Status Date 04/05/2019

Steam Kidstutute (Insight Community Resources Inc)

Address 9800 Centre Parkway suite 870 Participation Type: Active Supplier
Houston, TX 77036

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) insightcommunityinc@gmail.com

Straight Defined

Address 208 West Lincoln Avenue Participation Type: Active Supplier
Copperas Cove, TX 76522

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) tamaholland@gmail.com

SUPASTAR SPIN ACADEMY

Address 4115 SOUTH ACRES Participation Type: Active Supplier
HOUSTON, TX 77047

Classifications WBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) sascruggs1@hotmail.com

SVS Solutions LLC

Address 5868 Westheimer #335 Participation Type: Active Supplier
Houston, TX 77057

Classifications MBE (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) bkmckeever@svssolutionsllc.com

Sweet Pipes (BRBM Publishing LLC)

Address 2804 Montreaux Participation Type: Active Supplier
The Colony, TX 75056

Response Date 04/29/2019
Response Status Submitted
Status Date 04/29/2019

Sweetwater (Sweetwater Sound Incorporated)

Address 5501 US Hwy 30 W Participation Type: Active Supplier
Fort Wayne, IN 46818

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) jeff_barnett@sweetwater.com

Taylor Music, Inc.

Address 513 S Main Participation Type: Active Supplier
Aberdeen, SD 57401

Classifications TAS (Primary)

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) mary@taylormusic.com
Response Date 04/30/2019
Response Status Submitted
Status Date 04/30/2019

Texas Association of African American Chambers of Commerce (TAAACC)

Address	807 Brazos Street Austin, TX 78701	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) info@taaacc.org

THE BANDMANS COMPANY

Address	3328 TOWERWOOD DRIVE FARMERS BRANCH, TX 75234	Participation Type:	Active Supplier
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Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) BANDMANS@BANDMANS.COM

The Mariachi Connection, Inc.

Address	2106 W Commerce San Antonio, TX 78207	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) josie_benavidez@yahoo.com rene@mariachiconnection.com
Response Date 04/22/2019
Response Status Submitted
Status Date 04/22/2019

The Tuba Exchange (Peruchia, LLC)

Address	2411 South Alston Ave Durham, NC 27713	Participation Type:	Active Supplier
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Classifications TAS (Primary),TCP,TIP

Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) kevin@tubaexchange.com
Response Date 04/17/2019
Response Status No Bid
Status Date 04/09/2019

TMB Screen Printing & Embroidery Spring

Address	21602 Tatton Crest Ct Spring, TX 77388	Participation Type:	Active Supplier
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Invitation Date 04/05/2019
Invitation Type Automatic
Invitation Email(s) anita@tmbspring.com

Today's Classroom LLC

Address	6551 Middlebranch Ave NE Canton, OH 44721	Participation Type:	Active Supplier
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Response Status Viewed
Status Date 04/15/2019

Total Team Companies, LLC

Address	3407 Lang Road Suite A Houston, TX 77092	Participation Type:	Active Supplier
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Classifications MBE (Primary),HUB

Response Status Viewed
Status Date 04/09/2019

TOTE UNLIMITED

Address	1401 S. SYLVANIA AVE FORT WORT, TX 76111	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	TOM@TOTEUNLIMITED.COM

Trezvant Academy, Inc

Address	9538 Curry Landing DR Houston, TX 77095	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	trezvantlinda@yahoo.com

uncle johns school of music

Address	10406 spencer hwy suite A laporte, TX 77571	Participation Type:	Active Supplier
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Classifications	MBE (Primary)
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	josephdoughty25@yahoo.com

Uturn Concepts Inc

Address	1501 Shady Villa Fern Houston, TX 77055	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary),HUB,WBE
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	ayoka_o@uturnconcepts.com

Vintage King

Address	840 E. Lewiston Ave. Ferndale, MI 48220	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	04/08/2019

Vortex Colorado

Address	20 Odyssey Irvine, CA 92618	Participation Type:	Active Supplier
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Classifications	DIR (Primary)
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Response Status	Viewed
Status Date	04/17/2019

Washington Music Center (WASHINGTON MUSIC SALES CENTER INC)

Address	11151 Veirs Mill Rd. Wheaton, MD 20902	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	bids@chucklevins.com
Response Date	04/24/2019
Response Status	Submitted
Status Date	04/24/2019

Wessex Texas (Carl Kleinsteuber)

Address	2524 Bowling Green Street Denton, TX 76201	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	kleinsteuber.wessex@gmail.com
Response Status	Unsubmitted
Status Date	04/05/2019

West Music Company

Address	1212 Fifth St Coralville, IA 52241	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	bids@westmusic.com
Response Date	04/30/2019
Response Status	Submitted
Status Date	04/30/2019

Yawp Records LLC

Address	1515 Main St Houston, TX 77002	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	04/09/2019

Zalmen Reiss and Associates, Inc.

Address	171 47th street brooklyn, NY 11232	Participation Type:	Active Supplier
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Invitation Date	04/05/2019
Invitation Type	Automatic
Invitation Email(s)	govsales@zreiss.com

Bid Activity Detail**1st Advertisement**

Activity Date	4/5/2019 12:00:00 AM (CT)
Description	

2nd Advertisement

Activity Date	4/8/2019 12:00:00 AM (CT)
Description	

Pre-Proposal Meeting

Activity Date	4/9/2019 10:00:00 AM (CT)
Description	The Pre-Proposal Meeting will be held at 6005 Westview Drive, Houston, Texas, 77055

Proposal Closes

Activity Date	4/30/2019 02:00:00 PM (CT)
Description	

Anticipated Board Award

Activity Date	6/19/2019 01:00:00 PM (CT)
Description	

Regular Board Meeting**6.D.7.**

Meeting Date: June 19, 2019
Title: Master Service Interlocal Agreements
Submitted For: Joann Nichols, Choice Partners
Submitted By: Cora Day
Recommended Action: Approve
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua
Facilities/Technology Approval Needed?: None

Information**Posted Agenda Item:**

HCDE Interlocal Agreements with: Sunnyvale, ISD, Sunnyvale, Texas; St. Catherine of Siena Catholic School, Beaumont, Texas; Palacios ISD, Palacios, Texas; Crandall ISD, Crandall, Texas; Community ISD, Nevada, Texas; Eastern Connecticut State University, Willimantic, Connecticut, and Midway ISD, Woodway, Texas.

Subject:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Sunnyvale ISD	School District (Outside Harris County)	Sunnyvale	TX	10
St. Catherine of Siena Catholic School	Non-Profit	Beaumont	TX	05
Palacios ISD	School District (Outside Harris County)	Palacios	TX	03
Crandall ISD	School District (Outside Harris County)	Crandall	TX	10
Community ISD	School District (Outside Harris County)	Nevada	TX	10
Eastern Connecticut State University	University	Willimantic	CT	0
Midway ISD	School District (Outside Harris County)	Woodway	TX	12

Rationale:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Sunnyvale ISD	School District (Outside Harris County)	Sunnyvale	TX	10

St. Catherine of Siena Catholic School	Non-Profit	Beaumont	TX	05
Palacios ISD	School District (Outside Harris County)	Palacios	TX	03
Crandall ISD	School District (Outside Harris County)	Crandall	TX	10
Community ISD	School District (Outside Harris County)	Nevada	TX	10
Eastern Connecticut State University	University	Willimantic	CT	0
Midway ISD	School District (Outside Harris County)	Woodway	TX	12

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Sunnyvale ISD
St. Catherine of Siena
Palacios ISD
Crandall ISD
Community ISD
Eastern Conn State Univ
Midway ISD
Interlocal Map

Form Review

Inbox

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 06/03/2019

Reviewed By

Joann Nichols
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

05/24/2019 02:28 PM
05/30/2019 03:45 PM
05/31/2019 01:50 PM
06/03/2019 11:18 AM
Started On: 05/20/2019 03:49 PM

Interlocal Agreement
between Harris County Department of Education
& Sunnyvale I.S.D.

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 Sunnyvale ISD, a local governmental entity and/or political subdivision ("LGE"), located in Sunnyvale (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

Sunnyvale ISD ("LGE")
Attn: Margaret Davis
Title: Business Manager
Address: 417 E. Tripp Road
City, State, Zip: Sunnyvale, TX 75182
Phone: 972-226-5974
Email: Margaret.davis@SunnyvaleISD.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:

Sunnyvale ISD
Name of Local Governmental Entity

D. Williams
Authorized Signature

Doug Williams
Printed Name

Superintendent
Title

5/2/19
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
& St. Catherine of Siena Catholic School

This Participation Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and St. Catherine of Siena Catholic School, a non-profit corporation ("Non-Profit"), located in Port Arthur (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 | <u>St. Catherine of Siena Catholic School</u> ("Non-Profit") |
| Attn: James Colbert, Jr. | Attn: <u>Renee Tolin</u> |
| County School Superintendent | Title: <u>Principal</u> |
| 6300 Irvington Blvd. | Address: <u>3840 Windrow Dr.</u> |
| Houston, Texas 77022 | City, State, Zip: <u>Port Arthur, TX 77642</u> |
| 713-694-6300 | Phone: <u>409-962-3011</u> |
| | Email: <u>rtolin@stcats.org</u> |
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:

St. Catherine of Siena Catholic School Harris County Department of Education
Name of Non-Profit Corporation

[Signature]
Authorized Signature

K. Renee Tolin
Printed Name

Principal
Title

5/15/15
Date

James Colbert, Jr.

County School Superintendent

Date

Interlocal Agreement
between Harris County Department of Education
& Palacios 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 Palacios ISD, a local governmental entity and/or political subdivision ("LGE"), located in Palacios (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

Palacios ISD ("LGE")
Attn: Sheena Joslyn
Title: Director of Business
Address: 1209 Twelfth St
City, State, Zip: Palacios, TX 77465
Phone: 361-972-5491
Email: sheena.j@palaciosisd.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:

Palacios ISD

Name of Local Governmental Entity



Authorized Signature

Stephen Stuhrenberg

Printed Name

President, Board of Trustees

Title

13 May 2019

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: _____ | |

Participation Agreement
between Harris County Department of Education
& CRANDALL ISD

This Participation Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and CRANDALL ISD, a non-profit corporation ("Non-Profit"), located in CRANDALL (city), TX (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

CRANDALL ISD ("Non-Profit")
Attn: LARRY GUERRA
Title: CFO
Address: 400 West Lewis St.
City, State, Zip: CRANDALL, TX 75114
Phone: 972-427-6000 Ext 5813
Email: lguerra@crandall-isd.net
Kjones@crandall-isd.net

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:

CRANDALL ISD
Name of Non-Profit Corporation

Harris County Department of Education


Authorized Signature

LARRY GUERRA
Printed Name

James Colbert, Jr.

CFO
Title

County School Superintendent

5/15/19
Date

Date

Interlocal Agreement
between Harris County Department of Education
& Community 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 Community ISD, a local governmental entity and/or political subdivision ("LGE"), located in Nevada (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

Community ISD ("LGE")
Attn: Roosevelt Nivens
Title: Superintendent of Schools
Address: PO Box 400
City, State, Zip: Nevada, TX 75173
Phone: 972-843-6000
Email: Roosevelt.Nivens@communityisd.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:

Community ISD

Name of Local Governmental Entity

Gregory Buchanan

Authorized Signature

Gregory Buchanan

Printed Name

CFO

Title

April 3, 2019

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 Agreement
between Harris County Department of Education
& Eastern Connecticut State University

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 Eastern Connecticut State University, a local governmental entity and/or political subdivision ("LGE"), located in Willimantic (city), Connecticut (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

Eastern Connecticut State University ("LGE")
Attn: Terry O'Brien
Title: Director of Fiscal Affairs for Acquisitions and Auxiliary Services
Address: 83 Windham Street
City, State, Zip: Willimantic, CT 06226
Phone: 860 465-5395
Email: obrient@easternct.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:

State Of Connecticut

Name of Local Governmental Entity


Authorized Signature

James R Howarth

Printed Name

VP Finance & Administration

Title

4/29/2019

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 type="checkbox"/> State Entity | |
| <input type="checkbox"/> Governmental entity/other: _____ | |

Interlocal Agreement
between Harris County Department of Education
& Midway 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 Midway Independent School District, a local governmental entity and/or political subdivision ("LGE"), located in Woodway (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

Midway Independent School District ("LGE")
Attn: Wesley Brooks
Title: Assistan Superintendent of Finance
Address: 13885 Woodway Drive
City, State, Zip: Waco, TX. 76712
Phone: 254-761-5612
Email: purchasing@midwayisd.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:

Midway Independent School District

Name of Local Governmental Entity

Wesley Brooks Mary K Miller

Authorized Signature

Wesley Brooks/Mary K Miller

Printed Name

Assistant Superintendent of Finance / Purchasing Supervisor

Title

10-1-2018

Date

Harris County Department of Education

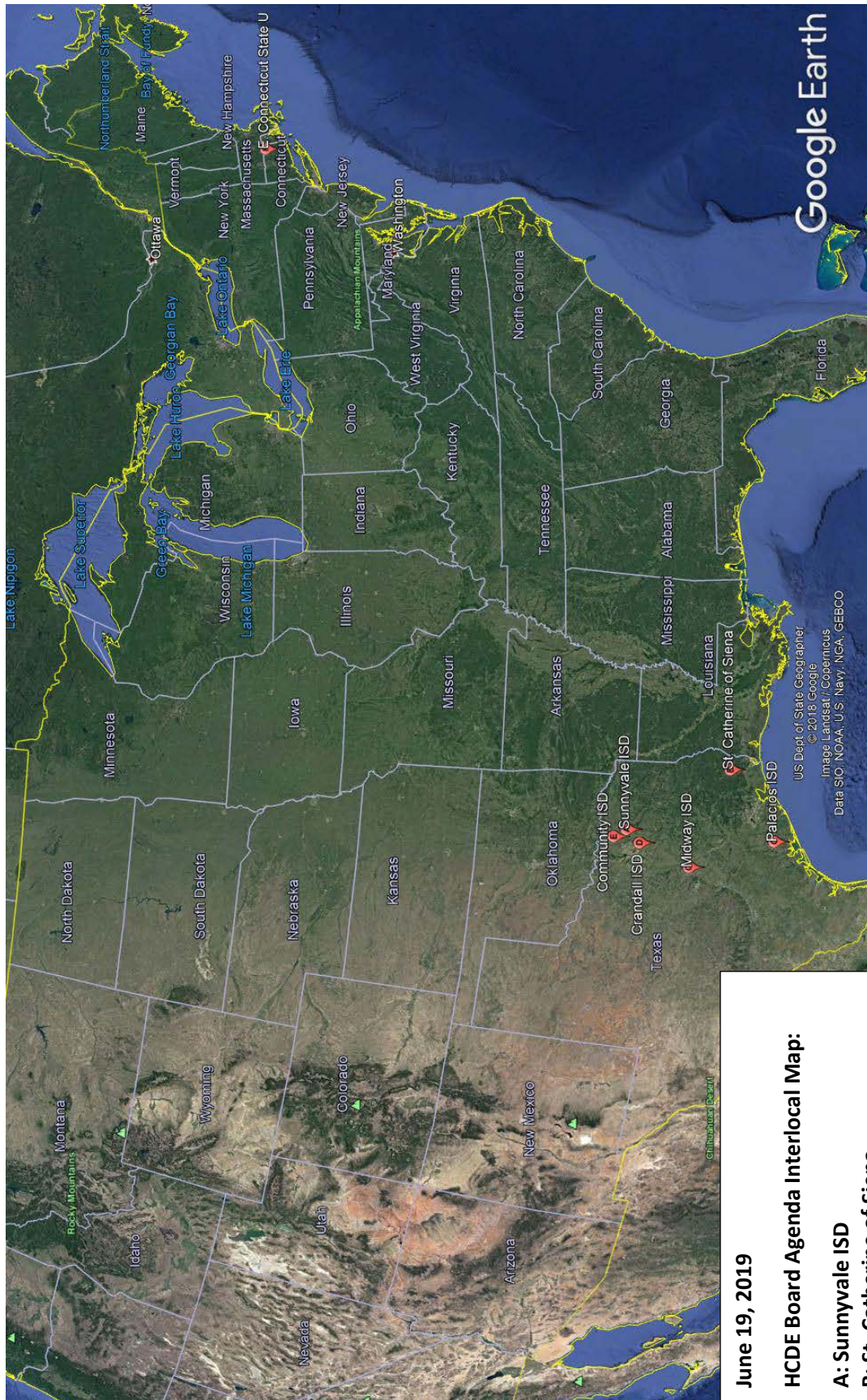
James Colbert, Jr.

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: _____



June 19, 2019

HCDE Board Agenda Interlocal Map:

- A: Sunnyvale ISD
- B: St. Catherine of Siena
- C: Palacios ISD
- D: Crandall ISD
- E: Community ISD
- F: E. Connecticut State U
- G: Midway ISD

Regular Board Meeting**6.E.1.****Meeting Date:** June 19, 2019**Title:** Renewal Option for Job No. 16/026YR Local Food and Catering Services**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Inga Ash**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:****Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:****Renewal option for job no. 16/026YR for Local Food and Catering Services with the following vendor:** The French Corner Catering Company for the period of 07/26/2019 through 07/25/2020.**Subject:**

Internal Purchasing; Local Food and Catering Services

Rationale:

Consider approval of renewal option for job no. 16/026YR for Local Food and Catering Services for the period of 07/26/2019 through 07/25/2020 with the following vendor:

- The French Corner Catering Company

The purpose of this proposal was to acquire vendors that will provide local food and catering services to HCDE. A total of seventy (70) invitations were sent out to potential vendors of which three (3) responses were received, scored, and the vendors offering the best value to HCDE Internal Purchasing were chosen.

The original contract period began on 07/26/16 through 07/25/17. Contract is in accordance with the Texas Education Code 44.031.

Fiscal Impact**Attachments**

Execution of Offer

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 06/03/2019

Reviewed By

Bill Monroe
Jesus Amezcua

Date

05/28/2019 03:23 PM
06/03/2019 11:18 AM
Started On: 05/28/2019 12:19 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	The French Corner Catering		
AUTHORIZED SIGNATURE:	[Signature]		
PRINT NAME:	Sarah Haddad		
TITLE:	Director of Catering & Events		
DATE:	4/24/19		
ADDRESS:	1104 Old Spanish Trail		
CITY, STATE, ZIP CODE:	Houston, TX 77054		
PHONE:	713-661-5324	FAX:	
EMAIL ADDRESS:	sarah@thefrenchcorner.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting**6.E.2.**

Meeting Date:	June 19, 2019		
Title:	Renewal Options for Job No. 16/047YR Head Start Trainers and Consultants for Harris County Department of Education		
Submitted For:	Bill Monroe, Purchasing	Submitted By:	Inga Ash
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs
Additional Resource Personnel:	Dr. Jesus Amezcua, Bill Monroe, Inga Ash	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Renewal options for job no. 16/047YR for Head Start Trainers and Consultants for Harris County Department of Education with the following vendors: Lakeshore Learning Materials and Dorsey & Company for the period of 07/26/2019 through 07/25/2020.

Subject:

Trainers and Consultants for HCDE Head Start

Rationale:

Consider renewal options for job no. 16/047YR for Head Start Trainers and Consultants for Harris County Department of Education for the period of 07/26/2019 through 07/25/2020 with the following vendors:

- Lakeshore Learning Materials
- Dorsey & Company

The purpose of this proposal was to acquire vendors that will provide trainers and consultants to the Head Start division. A total of one hundred thirty-four (134) invitations were sent to potential vendors of which six (6) responses were received, scored, and the vendors offering the best value to HCDE Internal Purchasing were chosen.

The original contract began on 07/26/2016 through 07/25/2017 with an option to renew annually up to four (4) additional years . Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact**Attachments**

Execution of Offer

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 06/03/2019

Reviewed By

Bill Monroe
Jesus Amezcua

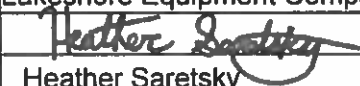
Date

05/28/2019 03:22 PM
06/03/2019 11:18 AM
Started On: 05/28/2019 12:33 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Lakeshore Equipment Company dba Lakeshore Learning Materials		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Heather Saretsky		
TITLE:	Contract Reporting Analyst		
DATE:	5/22/2019		
ADDRESS:	2695 E. Dominguez St.		
CITY, STATE, ZIP CODE:	Carson, CA 90895		
PHONE:	(800) 421-5354	FAX:	(310) 537-7990
EMAIL ADDRESS:	biddept@lakeshorelearning.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Dorsey & Company		
AUTHORIZED SIGNATURE:	Calvin Dorsey		
PRINT NAME:	Calvin Dorsey		
TITLE:	President		
DATE:	4-29-19		
ADDRESS:	2049 Vista Drive		
CITY, STATE, ZIP CODE:	Lewisville, Texas 75067		
PHONE:	972-316-0288	FAX:	972-315-3845
EMAIL ADDRESS:	cdorsey@gte.net		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting**6.E.3.****Meeting Date:** June 19, 2019**Title:** Contract Award for Job No. 19/019KJ HVAC Testing and Balancing**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Kendra Jackson**Recommended Action:****HCDE Goal(s):****Additional Resource****Facilities/Technology****Personnel:****Approval Needed?:**

Information**Posted Agenda Item:**

Contract award for job no. 19/019KJ HVAC Testing and Balancing to the proposers offering the best value to HCDE and meeting the specifications outlined in the proposal: Campos Engineering Inc., LCTab, LLC, and National Precision, LLC. for the period of 06/19/2019 through 06/18/2020, with an option to renew annually for up to (4) additional years, subject to annual appropriations of funding.

Subject:

HVAC Testing and Balancing

Rationale:

The purpose of this request for qualifications is to acquire HVAC Testing and Balancing. A total of 518 invitations were sent through the HCDE eBid System of which four (4) proposals were received; all were evaluated and scored (see attached evaluation summary). The following vendors are being recommended for an award based on qualifications and demonstrated competence:

- Campos Engineering, Inc.
- LCTab, LLC
- National Precision, LLC

These contractors will be used on an as needed basis in accordance with CH Local approval requirements. The scope of work and deliverables will be reviewed by the Division Director based on program needs. The contractors scope of work will be reviewed to meet IRS guidelines for consultants.

The initial contract will began 06/19/2019, with an option to renew annually for up to (4) additional years, subject to annual appropriations of funding. Contract is in accordance with Government Code 2254 (Procuring Professional Services).

Fiscal Impact**Attachments**

Evaluation Summary TAB

EC Form

Recommendation Form

Participation Detail

RFP 19/019KJ HVAC Testing and Balancing for Harris County Department of Education		Weighted Valued	Campos Engineering, Inc.	LCTAB, LLC	National Precisionaire, LLC	Raven Mechanical, LP
Presentation of Statement of Qualifications/Response to RFP		5	5.00	5.00	5.00	0.00
Past Relevant performance of Professional Services		35	35.00	35.00	35.00	0.00
Reputation of vendor and of vendor's goods and/or services (including references)		35	24.97	24.93	24.95	24.97
Proposer's personnel team, certifications, and qualifications		20	20.00	20.00	20.00	0.00
Financial/Management Strength		5	0.00	0.00	0.00	0.00
Total		100	84.97	84.93	84.95	24.97
			Award	Award	Award	



**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: Kendra Jackson – Assistant Director of Purchasing

Job- Bid or RFP# and Name: 19/019KJ HVAC Testing and Balancing

Board Meeting Date: June 19, 2019

Date: March 21, 2019

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, RFQ 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, RFQ and RFPs) prepared by HCDE Purchasing Division)



**Harris County Department of Education
Business Office /Purchasing Division
Job (Bid-Proposal) **Recommendation Form**
Program Review**

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Division

From: Recommendation Committee

**Joe Carreon
Bill Monroe
John Prestigiacomo**

Job (Bid or RFQ#) and Name: 19/019KJ HVAC Testing and Balancing

Board Meeting Date: June 19, 2019

Date: March 25, 2019

Procurement Requirements Available:

Check One

<u> </u>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<u> </u>	From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)
<u> X </u>	Over \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid, RFQ 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 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 (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 issuance of a purchase order after Board approval and execution of a contract.



(Note: This form is required of all jobs (bids, RFQ and RFPs) prepared by the Purchasing Division)

Justification:

Job no. 19/019KJ

This RFQ was advertised to acquire HVAC Testing and Balancing.

Invitation to propose were sent to 518 vendors. HCDE received 4 responses.

The following vendors are being recommended for an award:

- Campos Engineering, Inc.
- LCTab, LLC
- National Precision, LLC

Harris County Department of Education

Participation Detail as of 3/28/2019 08:37:20 AM (CT)

Bid Information

Bid Creator	Kendra Jackson Assistant Director
Email	kjackson@hcde-texas.org
Phone	(713) 696-0744
Fax	(713) 696-0720
Bid Number	19/019KJ Addendum 1
Title	HVAC Testing and Balancing for Harris County Department of Education
Bid Type	Request for Qualifications
Issue Date	1/18/2019 04:49 PM (CT)
Close Date	2/19/2019 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
2K Design Services, LLC	Spring, TX	01/18/2019			
2Tier Wholesalers	Garland, TX	01/18/2019			
360TxC, LLC	Austin, TX	01/18/2019			
365 Paving & Construction LLC	Mission, TX	01/18/2019			
3G Chemical Solutions, LLC	Bessemer, AL	01/18/2019			
A Light Construction	Dallas, TX	01/18/2019			
A.C.I.S. (Air Conditioning Innovative Solutions)	McKinney, TX	01/18/2019			
A.G.H. Environmental, Inc.	Houston, TX	01/18/2019			
A.T. Kearney	Chicago, IL	01/18/2019			
A/C & Heating Service by Tracy (Tracy James)	Sugar Land, TX	01/18/2019			
A/W Mechanical Services, LP	Houston, TX	01/18/2019			
AAA Painting	Houston, TX	01/18/2019			
ABLE SHEET METAL & AIR CONDITIONING, INC	Aubrey, TX	01/18/2019	Viewed	02/05/2019	
ABM Building Services, LLC (ABM Building & Energy Solutions, Inc)	Houston, TX	01/18/2019			
ABM Facility Services	Houston, TX	01/18/2019			
ABM Janitorial Services	Houston, TX	01/18/2019			
Acumen Enterprises, Inc.	Desoto, TX	01/18/2019			
ADAMS (Robert Adams, Inc.)	Houston, TX	01/18/2019			
Adept Facilities & Design, Inc.	Harlingen, TX	01/18/2019			
Advanced Flow Technologies (KJCM Ventures, LLC)	Universal City, TX	01/18/2019			
AdvantaClean of San Antonio	San Antonio, TX	01/18/2019			
Advocate Solutions	Humble, TX	01/18/2019			
AECOM (AECOM Technical Services Inc)	Houston, TX	01/18/2019			
Aggieland Construction	Wellborn, TX	01/18/2019			
Aggreko	Pearland, TX	01/18/2019			
Agile Environmental, LLC	Houston, TX	01/18/2019			
Air Comfort, Inc.	Beaumont, TX	01/18/2019			
Air Flow Pros Inc	Alabaster, AL	01/18/2019			
Aire Serv of Fort Bend (Texas Industrial Air Services, LLC.)	Damon, TX	01/18/2019			
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	01/18/2019			
All Points of Texas (APMS of Houston LLC)	Houston, TX		Viewed	01/30/2019	
Allegheny Southwest, Inc.	Montgomery, TX	01/18/2019			
Allen & Company Environmental Services	fort worth, TX	01/18/2019			
Alliance Mechanical Services (Allied Mechanical, Inc.)	Orangefield, TX	01/18/2019			
Al-Raza Computing Services (Al-Razaq Computing Services)	Houston, TX, TX	01/18/2019			
Altius Graphics (NAYAK Corporation)	Houston, TX	01/18/2019			
Ambassador Services, LLC	Houston, TX	01/18/2019			
Ameresco, Inc.	Dallas, TX	01/18/2019			

American Heating & Cooling	Nashville, TN	01/18/2019		
AMERICAN HVAC SERVICES, LLC	HOCKLEY, TX	01/18/2019		
AMERICAN MADE SOLAR AND WIND (MARDEL SOUZA INC)	BROWNSVILLE, TX	01/18/2019		
American Services (American HVAC, Inc)	Hockley, TX	01/18/2019		
American Technologies, Inc	Plano, TX	01/18/2019		
AMS	Stafford, TX	01/18/2019		
Aogo Tech Services	Richmond, TX	01/18/2019		
APEX Consulting group	Houston, TX	01/18/2019		
Apogee Technical Services, Inc.	Dallas, TX	01/18/2019		
ARC Abatement, Inc.	Waco, TX	01/18/2019		
Archi*Technics/3, Inc.	Bellaire, TX	01/18/2019		
Architectural Sales Inc	The Woodlands, TX	01/18/2019		
ardurra group	houston, TX	01/18/2019		
Armsco	Pasadena, TX	01/18/2019		
ASA Builders, Inc	pasadena, TX	01/18/2019		
ASPEN Refrigerants, Inc.	Long Island City, NY	01/18/2019		
Associated Mechanical Services, Inc.	Nederland, TX	01/18/2019		
Atlas Efficiency Solutions, LLC	Austin, TX	01/18/2019		
ATViroTech Inc.	Missouri City, TX	01/18/2019		
ATX Fence Supply	Buda, TX	01/18/2019		
Australis Innovative Technology Asset Solutions	Houston, TX	01/18/2019		
AUTOARCH Architects LLC	Houston, TX	01/18/2019		
Automated Energy Solutions (Troy Geyer)	West Lake Hills, TX	01/18/2019		
Automated Logic (Automated Logic Contracting Services, Inc.)	Pasadena, TX	01/18/2019		
AWWSOME STUFF (Anthony W. White)	Hutto, TX	01/18/2019		
Aztec Facility Services, Inc.	Houston, TX	01/18/2019		
B & C CONSTRUCTORS, LP	Magnolia, TX	01/18/2019		
B.A.S Inc	Katy, TX	01/18/2019		
B.A.S. Air Conditioning (B.A.S., Inc)	Katy, TX	01/18/2019		
Baker Restoration	San Antonio, TX	01/18/2019		
BAS	FRISCO, TX	01/18/2019		
Bauer Sport Floors, Inc.	Houston, TX	01/18/2019		
Baywood Exterminating Co	Crosby, TX	01/18/2019		
BCS Performance Solutions	Wichita, KS	01/18/2019		
BE Staffing Solutions LLC	Houston, TX	01/18/2019		
BEASLEY TIRE SERVICE, INC	HOUSTON, TX	01/18/2019		
BEK Co.	Missouri City, TX	01/18/2019		
Belfor Property Restoration (BELFOR USA Group, Inc.)	Waco, TX	01/18/2019		
Belknap Concrete	Houston, TX	01/18/2019		
Belknap Plumbing Systems, Inc.	Houtson, TX	01/18/2019		
Bell and Smarts	Broken Arrow, OK		Viewed	01/30/2019
BenchMark Facility Solutions, LLC	Dallas, TX	01/18/2019		
BEN'S HEATING & AIR LLC. (Benjamin. Gay)	Beaumont, TX	01/18/2019		
Best Green Cleaning	Houston, TX	01/18/2019		
Best Practice Associates, Inc.	Houma, LA		No Bid	02/13/2019 02/13/2019
Better Efficiency Solutions and Technologies	Austin, TX	01/18/2019		
Beyond Controls Inc.	Houston, TX	01/18/2019		
BioPure	Iowa Park, TX	01/18/2019		
Blackland Glass & Construction	Greenville, TX	01/18/2019		
Blue Box Air LLC	Gardena, CA	01/18/2019		
Blue Northern Air Condoitioning Incorporated	Channelview, TX	01/18/2019	Viewed	02/05/2019
BluGreen Pest Control	Wallis, TX	01/18/2019		
BMS CONSTRUCTION	DICKINSON, TX	01/18/2019		
Bob Johnson & Associates	Houston, TX		Viewed	01/28/2019
Bocci Engineering, LLC	Cypress, TX		Viewed	01/29/2019
Bradlink LLC	Kingwood, TX	01/18/2019		
Brazos Valley Contractors Assoc	BRYAN, TX	01/18/2019	Viewed	01/24/2019
Britain Electric	Houston, TX	01/18/2019		
BryMak & Associates Inc	Clarksville, TN	01/18/2019		
BTM SOLUTIONS LLC	Spring, TX	01/18/2019		
Bud Griffin Customer Support	Bellaire, TX	01/18/2019	No Bid	01/31/2019 01/31/2019
Building Air Quality (BAQ Incorporated)	The Woodlands, TX	01/18/2019		
BWI Companies, Inc.	Nash, TX	01/18/2019		
C A D BY DESIGN	San Antonio, TX	01/18/2019		

C&B ELECTRIC & A/C SERVICES	McAllen, TX	01/18/2019			
C1S Group, Inc.	Dallas, TX	01/18/2019			
C-AIR-S MECHANICAL, INC.	Houston, TX	01/18/2019			
Camacho Demolition LLC	Corpus Christi, TX	01/18/2019			
Campos Engineering, Inc.	Dallas, TX		Submitted	02/14/2019	02/14/2019
Carrier Corporation	Houston, TX	01/18/2019			
Cary Services, Inc.	Abilene, TX	01/18/2019	Viewed	01/24/2019	
CBS Mechanical, Inc.	Denton, TX	01/18/2019			
CDM Contracting Services	Brownsville, TX	01/18/2019			
Centennial Contractors Enterprises, Inc.	Houston, LA	01/18/2019			
Centex Construction	Temple, TX	01/18/2019			
Centri-Air Mechanical (Andrew Fuller)	Houston, TX	01/18/2019			
CFAC Mechanical (Champion Forest Air Conditioning and Heating Inc.)	Spring, TX	01/18/2019			
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	01/18/2019			
Chavez Service Companies, Inc. (.)	Houston, TX	01/18/2019			
ChemTreat, Inc.	Glen Allen, VA	01/18/2019			
Cherry House Moving	Houston, TX	01/18/2019			
Chevron Energy Solutions	Houston, TX	01/18/2019			
Child Care Associates	FORT WORTH, TX	01/18/2019			
CHLOETA (Chloeta Fire, LLC)	Edmond, OK	01/18/2019			
Climatec LLC	Houston, TX	01/18/2019			
Coastal Remediation	Dickinson, TX	01/18/2019			
Code Park Inc	Houston, TX		Viewed	01/30/2019	
Coit, Inc. (Coit Services)	Houston, TX	01/18/2019	No Bid	01/23/2019	01/23/2019
Coley Government Services (Coley and Associates)	SAN ANTONIO, TX	01/18/2019			
Colonial Roofing	Fort Worth, TX		Viewed	01/30/2019	
Combined Refrigeration Resources, Inc.	Humble, TX	01/18/2019			
Comfort Systems USA - South Central	Houston, TX	01/18/2019			
Commercial Equipment & Sales Co.	Houston, TX	01/18/2019			
Complete Companies Inc	Salisbury, NH	01/18/2019			
ConEdison Solutions (Consolidated Edison, Inc.)	New York, NY	01/18/2019			
Constructconnect	cincinnati, GA	01/18/2019	Viewed	01/24/2019	
Construction Bid Source	Felton, CA	01/18/2019			
Construction Diversity Group	Houston, TX	01/18/2019			
Construction EcoServices	Houston, TX	01/18/2019			
Construction Journal	Stuart, FL	01/18/2019	Viewed	02/14/2019	
Construction Masters of Houston, Inc	Pearland, TX	01/18/2019			
Control Systems Solutions, Inc.	Houston, TX	01/18/2019			
Convergentz (Greens Road B, LLC)	Houston, TX	01/18/2019			
Cook Mechanical Inc.	Houston, TX	01/18/2019			
Cooling Tower Depot, Inc	Golden, CO	01/18/2019			
Corgan	Houston, TX	01/18/2019			
Corporate Vision Inc	Douglasville, GA	01/18/2019			
Cotton Commercial USA	Katy, TX	01/18/2019			
Cravens MaGouirk Mechanical LLC	Gainesville, TX	01/18/2019			
cre8 Architects (cre8 Incorporated)	Houston, TX	01/18/2019			
Crimson Vision Enterprises	Dickinson, TX	01/18/2019			
Critical Infrastructure Solutions (CIS) LLC	Houston, TX	01/18/2019			
CRX inc	Houston, TX	01/18/2019			
Crystal Facility Solutions	Houston, TX	01/18/2019			
CS Construction and Development (TRESAN COMPANY)	mission, TX	01/18/2019			
Custom Air Products & Services, Inc.	Houston, TX	01/18/2019			
DAE & Associates, LTD dba Geotech Engineering and Testing	Houston, TX	01/18/2019			
Danny's Laundry Service	Pasadena, TX	01/18/2019			
DataCom Design Group	Austin, TX	01/18/2019			
Dayton Electric Co. LLC	Dayton, TX	01/18/2019			
DBL Management Solutions	Missouri City, TX	01/18/2019			
Dean E. Norris, Inc.	Wichita, KS	01/18/2019			
Debbie J. Anders Consulting	Cypress, TX	01/18/2019			
Delta Heating and Air Conditioning (Delta AC)	Houston, TX	01/18/2019			
Demcon Demolition LLC	El Paso, TX	01/18/2019			
DEMS,LLC	Houston, TX	01/18/2019			

Dietel Company LLC	Houston, TX	01/18/2019			
Digital Air Control, Inc	Houston, TX		Unsubmitted	02/19/2019	
Dillon Construction & Renovations, LLC	Metairie, LA	01/18/2019			
Disinfx	San Antonio, TX	01/18/2019			
Ditch Witch of Houston	Houston, TX	01/18/2019			
Diverse Consulting Enterprises, Inc.	HOUSTON, TX	01/18/2019			
DNA Electrical Systems (AMA Quality, LLC)	houston, TX	01/18/2019			
Dominion Air & Heat LLC	Houston, TX	01/18/2019			
DorSun Global, LLC	San Antonio, TX	01/18/2019			
Dr. Clean Ice Machines	Katy, TX	01/18/2019			
Dr. Mary E. White International, LLC	Houston, TX		No Bid	01/25/2019	01/25/2019
Dragon A/C & Heating Co.	New Waverly, TX	01/18/2019			
DryLet Technologies, Inc.	Prosper, TX	01/18/2019			
Drymalla Construction Company	Columbus, TX	01/18/2019			
E Contractorsusa LLC	Sugar Land, TX	01/18/2019			
Eagle Electronic Resources Inc.	Houston, TX	01/18/2019			
ECM International, Inc.	El Paso, TX	01/18/2019			
Education Partners Solution, Inc.	Sugar Land, TX	01/18/2019			
Edwards Energy Environmental & Waste Management	Kingwood, TX	01/18/2019			
EIKON Consultant Group, LLC	Sanger, TX	01/18/2019			
Electronic Recyclers International, Inc.	Fresno, CA	01/18/2019			
Elite and Complete Services	Houston, TX	01/18/2019			
Elite One Construction Group	Terrell, TX	01/18/2019			
Elite Water and Coffee	Ridgeland, MS	01/18/2019			
E-Logic, Inc.	Washington, DC	01/18/2019			
ElstonAire Inc.	Desoto, TX	01/18/2019			
Energy Logix	Cedar Creek, TX	01/18/2019			
Energy Saving Advisor Distributors	Dallas, TX	01/18/2019			
English & Associates Architects Inc.	Houston, TX	01/18/2019			
Entec	Lubbock, TX	01/18/2019			
Entech Sales and Service	Dallas, TX	01/18/2019			
ENTERPRISE AIR CONDITIONING & REFRIGERATION (MARYANN QUIROZ)	MERCEDES, TX	01/18/2019			
enviro services inc.	kennedale, TX	01/18/2019			
Envirotech Mechanical Systems	montgomery, TX	01/18/2019			
Envirotest, Ltd.	Houston, TX	01/18/2019			
ERC Environmental & Construction Services, Inc.	Houston, TX	01/18/2019	No Bid	01/21/2019	01/21/2019
Evolve Holdings Inc	Houston, TX	01/18/2019			
Excel Medical Waste	Houston, TX	01/18/2019			
ExerPlay, Inc	Cedar Crest, NM	01/18/2019			
Extreme Air Duct Cleaning And Restoration Services	Houston, TX	01/18/2019			
FACILITIES INTEGRATED SOLUTIONS & CONSULTING LLC	CYPRESS, TX	01/18/2019			
Facilities Sources (Dura Pier Facilities Services Ltd.)	Houston, TX	01/18/2019	No Bid	01/21/2019	01/21/2019
Fillmore Heating and Air Conditioning	DALLAS, TX	01/18/2019			
Filter Maintenance Company, Inc	Houston, TX	01/18/2019			
Fire Power Boiler Services LLC	Houston, TX	01/18/2019			
FIRST NATIONAL HOMES,INC.	HUMBLE, TX	01/18/2019			
Fixya LLC	SAN ANTONIO, TX	01/18/2019			
Flicgroup (Federal lighting illumination capital)	Southlake, TX	01/18/2019			
Floyd Billings Construction LLC.	Dallas, TX, TX	01/18/2019			
Flynn Southwest LP	Lubbock, TX	01/18/2019			
Fort Bend Mechanical & Construction LLC	Stafford, TX	01/18/2019			
FRS Trenchcore	cypress, TX	01/18/2019			
Gainsborough Waste	Houston, TX	01/18/2019			
GAP air conditioning and heating (Gutierrez Moctezuma and Associates)	El Paso, TX	01/18/2019			
Geaux Crates & Storage, LLC	Houston, TX, TX	01/18/2019			
Gemini Services	Katy, TX	01/18/2019			
General Sports Surfaces LLC	Fort Worth, TX	01/18/2019			
Global Power Supply LLC	Santa Barbara, CA	01/18/2019			
Global Waste Services LLC	Houston, TX	01/18/2019			
Goes Sales of Texas (Goes Heating System)	Houston, TX	01/18/2019			
Gowan ,Inc. (Emcor-Gowan ,Inc.)	Houston, TX	01/18/2019			

Graco Mechanical	Houston, TX	01/18/2019		
Grassroots Construction & Maintenance LLC	Houston, TX	01/18/2019		
Green Planet, Inc.	Royse City, TX	01/18/2019		
Green Site, LLC	Elkridge, MD	01/18/2019		
Gregory-Edwards, Inc	Houston, TX	01/18/2019		
Greywater Holding LLC dba X8 Environmental	LUBBOCK, TX	01/18/2019		
Gulf Coast Boiler Service Co. (TK Boilers, LLC)	Houston, TX	01/18/2019	Viewed	01/31/2019
Gulf States Laundry Machinery	Houston, TX	01/18/2019		
Gulftex (B J Interest, Inc.)	Houston, TX	01/18/2019		
H & H Skylight Fabricators, LLC	Stafford, TX	01/18/2019		
H4 Architects and Engineers (H4 Architects and Engineers, LLC)	Spring, TX	01/18/2019		
Hamil Harrison & Co LLC	Ennis, TX	01/18/2019		
Harrison Kornberg Architects	Houston, TX	01/18/2019		
Hayes Mechanical (Hayes Mechanical LLC)	Humble, TX	01/18/2019		
HB Mechanical Services Inc.	Porter, TX	01/18/2019		
Heat Transfer Solutions (HTS Texas)	Houston, TX	01/18/2019		
HISD- CTE (Dummy Account)	Houston, TX	01/18/2019		
HJD Capital Electric, Inc.	San Antonio, TX	01/18/2019		
Hobart Service (ITW)	Troy, OH	01/18/2019		
Holtz/Adams Construction and Consulting, LLC	Universal City, TX	01/18/2019		
Honeywell International Inc.	Morristown, NJ	01/18/2019		
Hood Boss (Boss Systems LLC)	Dallas, TX	01/18/2019		
Hooper Strategies	Granbury, TX	01/18/2019		
Horns Crew Trucking (Alvin Horn)	Longview, TX	01/18/2019		
Houston Elite Risk Management (T.R. Grace & Company, Inc.)	Houston, TX	01/18/2019		
Houston North Air Conditioning Inc	Houston, TX	01/18/2019		
Houston Permit Service	Houston, TX	01/18/2019		
Hou-Tex Glass & Mirror Co (Hou Tex Newnom Inc.)	Houston, TX	01/18/2019		
Hunton Services (HVAC Mechanical Services of Texas LTD)	Houston, TX	01/18/2019		
Hussmann Corporation (Hussmann Service Corporation)	Houston, TX	01/18/2019		
Hycos Building Maintenance	Houston, TX	01/18/2019		
HydroTech Solutions	Fort Worth, TX	01/18/2019	Viewed	01/24/2019
IEM, Inc.	Morrisville, NC	01/18/2019		
illumiPure Corp.	Houston, TX	01/18/2019		
IMS	San Diego, CA	01/18/2019		
Industrial & Commercial Mechanical, LLC	Beaumont, TX	01/18/2019		
INFINITY CONTRACTORS INT'L LTD	FORT WORTH, TX	01/18/2019		
Infinity Systems, Inc.	Houston, TX	01/18/2019		
Integrity Pipeline Services	Pearland, TX	01/18/2019		
Interstate Restoration LLC	Fort Worth, TX	01/18/2019		
iSqFt® and Houston AGC plan room	Houston, TX	01/18/2019		
J2 General, LLC	Cedar Park, TX	01/18/2019		
Jaguar Fueling Services	Cleveland, TX	01/18/2019		
Jahmor Janitorial Services	Houston, TX	01/18/2019		
JAX CONSTRUCTION	MISSION, TX	01/18/2019		
JBRI Construction Services, LLC	Pinehurst, TX	01/18/2019		
JC Stonewall Constructors, LP	Houston, TX	01/18/2019		
JEGAS Construction	Houston, TX	01/18/2019		
JERICHO FOUNDATION REPAIR	HOUSTON, TX	01/18/2019		
Jet Industrial Service Group	Vidor, TX	01/18/2019		
JKAJ SERVICE CORP, LLC	Houston, TX	01/18/2019		
JM Construction Solutions (JM Management LLC)	Dallas, TX	01/18/2019		
Johnson Controls	Houston, TX	01/18/2019		
Johnston Federal Services	Houston, TX	01/18/2019		
Johnston, LLC	Houston, TX	01/18/2019		
JOHNSTONE SUPPLY	HOUSTON, TX		Viewed	01/25/2019
Jon M. Warren, LLC	Decatur, TX	01/18/2019		
Jones Lang LaSalle (JLL)	Houston, TX	01/18/2019		
JUST CONSTRUCTION	Houston, TX	01/18/2019		
Jv-janitorial	Fortworth, TX	01/18/2019		
K & R MECHANICAL	Houston, TX	01/18/2019	No Bid	01/18/2019 01/21/2019
K S Restoration, Inc.	Arlington, TX	01/18/2019		

K.R. Allen Industrial Services, LLC (K.R. Allen Construction, LLC)	Bacliff, TX	01/18/2019			
kaizen Renewable Energy (kaizen Endeavors, Inc.)	Dallas, TX	01/18/2019			
KAMICO Instructional Media, Inc.	Salado, TX		No Bid	01/30/2019	01/30/2019
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	01/18/2019			
KIKO Construction (KIKOCon, Inc.)	Harlingen, TX	01/18/2019			
Kilgore Industries	Houston, TX	01/18/2019			
KR Allen Construction, LLC	Bacliff, TX	01/18/2019			
Kriston Construction Company Inc	Beaumont, TX	01/18/2019			
L&S Associates, LLC	Montgomery, TX	01/18/2019			
La Capra Associates, Inc.	Boston, MA	01/18/2019			
Landscape Management Services (LMS Inc.)	Houston, TX	01/18/2019			
Lange Mechanical Services, L.P.	Houston, TX	01/18/2019	Viewed	02/18/2019	
LaTx Construction Services	Houston, TX	01/18/2019			
Launch Point CDC, Inc.	Houston, TX	01/18/2019			
LCHQ Inc.	Southlake, TX	01/18/2019			
LCTAB, LLC	Houston, TX		Submitted	02/01/2019	02/01/2019
LDG Facility Services LLC	Houston, TX	01/18/2019			
Leather Only Products	Houston, TX	01/18/2019			
Lessman Roofing and Sheet Meda	Conroe, TX	01/18/2019			
Letsos Company	Houston, TX	01/18/2019			
Level 5 Commissioning, LLC	Pearland, TX	01/18/2019			
Linc Service, LLC	Houston, TX	01/18/2019			
Link Staffing Services (Stafflink, Inc.)	Houston, TX	01/18/2019			
LitePol, LLC	Houston, TX	01/18/2019			
Little Johns Refrigeration	katy, TX	01/18/2019			
LMC Corp (Lee Construction and Maintenance)	Houston, TX	01/18/2019			
Loftin Mechanical Services (JML SERVICES INC)	Crosby, TX	01/18/2019			
Logical Solutions, Inc	Richardson, TX	01/18/2019			
LongCrete (Longhill Group, Inc.)	Argyle, TX	01/18/2019			
Lowes Companies Inc	Mooreville, NC	01/18/2019			
L-Sync, LLC	Grand Prairie, TX	01/18/2019			
Luchazie Construction (Luchazie General Store and Restaurant dba Luchazie Construction)	San Diego, TX	01/18/2019			
Lunsford Illuminations Inc.	Lubbock, TX	01/18/2019			
LVI Energy	Plano, TX	01/18/2019			
M. K. Garrett Inc.	San Antonio, TX	01/18/2019			
MAF ENTERPRISES, INC.	HOUSTON, TX	01/18/2019			
MAGIC ONE SERVICES LLC	Spring, TX	01/18/2019			
Magnum Air Inc	Montgomery, TX	01/18/2019			
Maintenance Design Group	Katy, TX	01/18/2019			
Majestik Industries, L.L.C.	Humble, TX	01/18/2019			
Maldonado Nursery & Landscaping, Inc.	San Antonio, TX	01/18/2019			
Mammoth Services, LLC	Houston, TX	01/18/2019			
Manning Engineering	La Porte, TX	01/18/2019			
Mannington Commercial (Mannington Mills, Inc.)	Calhoun, GA	01/18/2019			
Marsden South	Houston, TX	01/18/2019			
Martinez Architects, LLC (RM Architects, LLC)	Houston, TX	01/18/2019			
McGraw-Hill Construction /Dodge Reports	Arlington, TX	01/18/2019			
McGriff Seibels and willams	Houston, TX	01/18/2019			
MCS Enterprises	Houston, TX	01/18/2019			
Mechanical 360 A/C and Heating (Mechanical 360 A/C and Heating LLC)	Houston, TX	01/18/2019			
Mechanical Maintenance of Texas	San Antonio, TX	01/18/2019			
Megamorphosis, Inc.	Harlingen, TX	01/18/2019			
Mercy Air, LLC	Montgomery, TX	01/18/2019			
Micro-X1 Inc.	Friendswood, TX	01/18/2019			
Miracle Method of Austin (Nartor Associates Inc)	Austin, TX	01/18/2019			
MJR EDUCATIONAL SUPPLIES	Houston, TX	01/18/2019			
MLN Service Company	Houston, TX	01/18/2019			
MMS-TX GROUP, LLC	PORTER, TX	01/18/2019			
MODULAR SOLUTIONS, LTD	PHOENIX, AZ	01/18/2019			
Mooring Recovery Services	Grand Prairie, TX	01/18/2019			
Mougeot Architecture, LLC	BATON ROUGE, LA	01/18/2019	Viewed	01/24/2019	
MPACT STRATEGIC CONSULTING, LLC	Houston, TX	01/18/2019			
MRI of Dallas Parkway, LLC	Plano, TX	01/18/2019			

Mtech (Mechanical Technical Services, Inc.)	Austin, TX	01/18/2019			
Myron Mcdowell Construction	Dayton, TX	01/18/2019			
NAH Sports Flooring, LLC	Houston, TX	01/18/2019			
Namco Dallas (Namco Cleaning Solutions Inc)	Irving, TX	01/18/2019			
NATEX Architects (NATEX Corporation Architects)	Houston, TX	01/18/2019			
National Precisionaire, LLC	HOUSTON, TX		Submitted	02/19/2019	02/19/2019
Nobe Nash, Inc	Houston, TX	01/18/2019			
NORESCO	Houston, TX	01/18/2019			
Northwind Air Conditioning, Heating & Mechanical Services Inc.	Houston, TX	01/18/2019			
NVS Corporate Services, Inc.	Brownsville, TX	01/18/2019			
O3 Energy Solutions (O3 Energy LLC)	DALLAS, TX	01/18/2019			
OBELLO, INC	Dallas, TX	01/18/2019			
OGH Services, Inc	Houston, TX	01/18/2019			
OLS MAINTENANCE SUPPLY INC	HOUSTON, TX	01/18/2019			
OLVAZ Construction Inc.	Humble, TX	01/18/2019			
OpTerra Energy Services, Inc.	Overland Park, KS	01/18/2019			
Orange County Industrial, Inc.	Orangetfield, TX	01/18/2019			
OSLIN NATION CO. (BABTEX d/b/a/ OSLIN NATION CO.)	Arlington, TX	01/18/2019			
P2MG	Houston, TX	01/18/2019			
Pacific Environmental Group, LLC.	Dallas, TX	01/18/2019			
Palacios Marine & Industrial Coatings, Inc.	Palacios, TX	01/18/2019			
PCJ Consultants Inc.	Rosharon, TX	01/18/2019			
Perry Mechanical Service	Edinburg, TX	01/18/2019			
Petro Progressive Services	THE WOODLANDS, TX	01/18/2019			
PHD Resources & Taxes	Houston, TX	01/18/2019			
Phoenix Architectural Products, Inc.	Smyrna, GA	01/18/2019			
PIC Printing	Fort Worth, TX	01/18/2019			
Point Alliance Solutions	Houston, TX	01/18/2019			
Polygon US Corporation	North Andover, MA	01/18/2019			
Portable Air, LC	Cocoa, FL	01/18/2019			
Post L Group, LLC	Fort Worth, TX	01/18/2019			
Post Oak Construction LLC	Houston, TX	01/18/2019	Viewed	02/14/2019	
Power Field Services (Marine Connection Services, Inc.)	Dickinson, TX	01/18/2019			
Precision Management Solution Inc.	Ellenwood, GA	01/18/2019			
Premier Shade Design, LLC (Muse)	San Antonio, TX	01/18/2019			
Presidential Staffing Solutions	San Antonio, TX		Viewed	02/07/2019	
Prestige Building Maintenance	Houston, TX	01/18/2019			
Prime Facility Services Group, Inc.	Houston, TX	01/18/2019			
Prime Vendor Inc.	Wilmington, NC		Viewed	01/25/2019	
Pro Tech Mechanical, Inc	Corpus Christi, TX	01/18/2019			
Prodigy Construction Management, LLC	McAllen, TX	01/18/2019			
Project Management Consultant LLC	Jackson, MS	01/18/2019			
Proposal Riordan	Austin, TX	01/18/2019			
Pro-Tech Facility Restoration, LLC	Sugar Land, TX	01/18/2019			
PROTECHT Management Group, LLC	Austin, TX	01/18/2019			
PSA Constructors Inc.	Dallas, TX	01/18/2019			
QC Laboratories, Inc.	Houston, TX	01/18/2019			
R&T Architects, Inc.	Houston, TX	01/18/2019			
R.A.R.E (Real American Refrigeration Experts, LLC)	Pflugerville, TX	01/18/2019			
R.E.C. Industries, Inc.	College Station, TX	01/18/2019			
Raba Kistner	San Antonio, TX	01/18/2019			
Rainbow Water Purification	Houston, TX	01/18/2019			
Randall-Porterfield Architects	League City, TX	01/18/2019			
Rapid Recovery (Houston Refrigerant Recovery)	Houston, TX	01/18/2019			
RaRa Foundation Inc	Houston, TX		Viewed	02/01/2019	
Raven Mechanical, LP	Houston, TX	01/18/2019	Submitted	02/14/2019	02/14/2019
RCK Equipment Solutions (Curtis Collins and Katina Collins)	Cleveland, TX	01/18/2019			
Reed construction data	Norcross, GA	01/18/2019			
Reed Fire Protection Engineering LLC	Addison, TX	01/18/2019			
Refrigeration Technologies, LLC	Pottstown, PA	01/18/2019			
Republic Services, Inc.	Houston, TX	01/18/2019			

Rescue and Foster Care Operation	Houston, TX	01/18/2019		
Revitalize Group, LLC	Houston, TX	01/18/2019		
Right Choice cleaning & Restoration	Houston, TX	01/18/2019		
Right Choice Materials Company	Houston, TX	01/18/2019		
Rio Roofing, Inc.	Harlingen, TX	01/18/2019		
Roessler Equipment	Houston, TX	01/18/2019		
Rolland Safe and Lock Company	DALLAS, TX	01/18/2019		
Roque Architecture+Design, llc	El Paso, TX	01/18/2019		
RS3 Turf	round rock, TX	01/18/2019		
SAB Industries LLC	Houston, TX	01/18/2019		
SAMES, INC.	McAllen, TX	01/18/2019		
SBA Houston (US Small Business Administration)	Houston, TX	01/18/2019		
Schneider Electric Buildings Americas (Schneider Electric SA)	Carrollton, TX	01/18/2019		
Scogin Aire Mechanical (Scogin Aire Mechanical)	Conroe, TX	01/18/2019		
Scott Dennett Construction, LC	FORT WORTH, TX	01/18/2019		
Seneca Mechanical LLC	Nolanville, TX	01/18/2019		
Service Solutions (Double S Group Inc)	Fullerton, CA	01/18/2019		
ServiceMaster by Centex (CSTR Services LLC)	Waco, TX	01/18/2019		
SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)	North Versailles, PA	01/18/2019		
Servpro of the Woodlands/Conroe (S & R Operations, Inc.)	Houston, TX	01/18/2019		
SETEX Construction Corp.	Beaumont, TX	01/18/2019		
Seyforth Services (Seyforth Services Inc)	Dallas, TX	01/18/2019		
Shepard Forest (4325 Costa Rica, LLC DBA Shepard Forest)	Houston, TX	01/18/2019		
Sherrill Mechanical LLC	Needville, TX	01/18/2019		
Siemens Industry, Inc	Houston, TX	01/18/2019		
Sign Pro	Bryan, TX	01/18/2019		
Sitek Omni Services, LLC	Humble, TX	01/18/2019		
Sketch City	Houston, TX		Viewed	02/05/2019
Sky Spotless Cleaners (ADAM NAMAL)	Katy, TX	01/18/2019		
Smart Pump Solutions, LLC.	Houston, TX	01/18/2019		
Smith & Company Architects	Houston, TX	01/18/2019		
Snilloc, LLC	Barksdale AFB, LA	01/18/2019		
Sodexo Services of Texas Limited Partnership	Gaithersburg, MD	01/18/2019		
Solentrix, Inc.	Houston, TX	01/18/2019		
Solidarity Contracting llc	houston, TX	01/18/2019		
SOTEX TOOLS LLC	New Braunfels, TX	01/18/2019		
Sound Masking USA	Spring Branch, TX	01/18/2019		
SOUTH TEXAS PUMP INC	WESLACO, TX	01/18/2019		
Southeast Technical Solutions	League City, TX	01/18/2019		
SOUTHWEST WHOLESALE LLC	HOUSTON, TX	01/18/2019		
Spartan National Construction Company	Fort Worth, TX	01/18/2019		
Spur Employment, Inc.	HUNTSVILLE, AL	01/18/2019		
SSCI Environmental (Separation Systems Consultants, Inc.)	Houston, TX	01/18/2019		
Standard Mechanical Systems (Standard Mechanical Systems, L.P.)	Houston, TX	01/18/2019		
Standard Morgan Partners, LTD	Houston, TX	01/18/2019		
Stanley Convergent Security	Houston, TX	01/18/2019		
Star Service, Inc.	Houston, TX	01/18/2019	Viewed	01/24/2019
Strategic Partnerships, Inc.	Austin, TX	01/18/2019		
STRAUS SYSTEMS INC	STAFFORD, TX	01/18/2019		
Structura Design LLC	Houston, TX	01/18/2019		
Sublime HVAC Services	alice, TX	01/18/2019		
Sullivan Contracting Services (Pounds Group, LLC)	Seguin, TX	01/18/2019		
Supreme Crane and Rigging LLC	Porter, TX	01/18/2019		
Swart Architects, Inc.	Houston, TX	01/18/2019		
Systems by Green Choice	League City, TX	01/18/2019		
T&R Mechanical Inc.	Conroe, TX	01/18/2019		
T2aerospace	HOUSTON, TX	01/18/2019		
TAB Technologies, LLC	Austin, TX	01/18/2019		
TabletKiosk (Sand Dune Ventures Inc.)	Torrance, CA		No Bid	01/24/2019 02/04/2019
Tates Contracting, LLC	Houston, TX	01/18/2019		

Taylor Nicole	Fresno, TX	01/18/2019		
TBG Partners (The Broussard Group, Inc.)	Austin, TX	01/18/2019		
TD Industries	Dallas, TX	01/18/2019		
TDC Waterproofing & Restoration, LLC.	Houston, TX	01/18/2019		
TDG General Contractors	Splendora, TX	01/18/2019		
Team Driven Technology Inc.	Fort Worth, TX	01/18/2019		
Tellepsen	Houston, TX	01/18/2019		
Tellepsen Builders	Houston, TX	01/18/2019		
Terra Cooling (Terra Cooling LLC)	Harlingen, TX	01/18/2019		
Texas AirSystems, LLC	Irving, TX	01/18/2019		
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	01/18/2019		
Texas IAQ Specialists, Inc.	Houston, TX	01/18/2019		
Texas Precision Paving	Houston, TX	01/18/2019		
Texas Specialty Products,LTD.	Houston, TX	01/18/2019		
Texas Striping and Curb Appeal (Lamont Lagrone)	Houston, TX	01/18/2019		
TFC Contracting Solutions	Tomball, TX	01/18/2019		
The AB&Y Group	Austin, TX	01/18/2019		
The Baptiste Group LLC	Locust Grove, GA	01/18/2019		
The Blue Book Network (Contractors Register)	Jefferson Valley, NY	01/18/2019	Viewed	01/29/2019
The Brandt Companies, LLC	Carrollton, TX	01/18/2019		
The Comfort King (Gideon Lynn LLC)	Conroe, TX	01/18/2019		
THE FENCE LADY INC.	BOERNE, TX	01/18/2019		
The Filter Man LLC	New Caney, TX	01/18/2019		
The Fuel Masters	Katy, TX	01/18/2019		
The Gonzalez Group, LP	Houston, TX	01/18/2019		
The Home Depot	Atlanta, GA	01/18/2019		
The Kovacs Group	New Braunfels, TX	01/18/2019		
The Safeguard System Inc. (Safeguard System Inc.)	Corpus Christi, TX	01/18/2019		
The TEAMS Group, LLC	Austin, TX	01/18/2019		
The Trevino Group, Inc.	Houston, TX	01/18/2019		
the woodlands paints	magnolia, TX	01/18/2019		
Third Coast Insulation Systems, LLC	Kingwood, TX	01/18/2019		
Thomas Printworks (Thomas Reprographics, Inc)	Houston, TX	01/18/2019		
Tico Telehealth Inc.	Austin, TX	01/18/2019		
TMB Screen Printing & Embroidery Spring	Spring, TX	01/18/2019		
Top Profiles Services, LLC	Houston, TX	01/18/2019		
Total Air Service (TAS Mechanical Inc.)	Willis, TX	01/18/2019		
Total Lender Services LLC	Spring, TX	01/18/2019		
Transcare Ilc	Houston, TX	01/18/2019		
Travis Brothers Building Automation (Travis Brothers Building Automation Texas, LLC)	Spring, TX	01/18/2019		
TRW MODERNFOLD CO., INC.	HOUSTON, TX	01/18/2019		
Turner Power and Construction, LLC (Turner Power Systems and Conctractors, LLC)	Houston, TX	01/18/2019		
U.S. Underwater Services, LLC	Mansfield, TX	01/18/2019		
Underwood's Heating & Air	Sanger, TX	01/18/2019		
Unify Energy Solutions	Houston, TX	01/18/2019		
United Service Mechanical LLC	Houston, TX	01/18/2019		
United Services HVAC Mechanical	Houston, TX	01/18/2019		
Variable Speed Solutions	Houston, TX	01/18/2019		
Ventilation Services, Inc.	Houston, TX	01/18/2019		
Virtual Builders Exchange	San Antonio, TX	01/18/2019		
Visiontron Corp.	Hauppauge, NY		Viewed	02/06/2019
VisSpiro Strategies	Austin, TX	01/18/2019		
Vistex Graphics, LLC	Houston, TX	01/18/2019		
Voceon Digital Radio Communications	Houston, TX	01/18/2019		
Vortex Colorado	Irvine, CA	01/18/2019		
wagner interiors	San Antonio, TX	01/18/2019		
Watkins & Associates Consulting Services LLC.	Houston, TX	01/18/2019		
Watt Landscaping (Watt Family Enterprises)	Houston, TX	01/18/2019		
Way Engineering LTD	Houston, TX	01/18/2019		
Way Service, Ltd.	Houston, TX	01/18/2019		
Webber Commercial Construction, LLC	The Woodlands, TX	01/18/2019		
Werner Refrigeration (Werner Refrigeration, LLC)	Conroe, TX	01/18/2019		

Wholesale electric supply	texarkana, TX	01/18/2019			
Williams Technical Staffing	Sugar Land, TX	01/18/2019			
Workshop Houston	Houston, TX		No Bid	02/02/2019	02/02/2019
Worldwide Power Products	Houston, TX	01/18/2019			
Worth Hydrochem of Houston (BRKym, Inc.)	Houston, TX	01/18/2019			
Youth Debate League (MDG Gulf Coast, LLC)	Missouri City, TX		Viewed	02/05/2019	
Zapata Janitorial Building & General Service, Inc.	Houston, TX	01/18/2019			

External Invitations

Invite Email	Auto Approve	Invitation Date	Status	Status Date
info@aabc.com	No	01/22/2019	Invitation Sent	01/22/2019

Participant Detail

2K Design Services, LLC

Address 26029 Aldine Westfield Rd., Suite 201 Spring, TX 77373 Participation Type: Active Supplier

Classifications SBE (Primary),HUB,WBE

Invitation Date 01/18/2019

Invitation Type Automatic

Invitation Email(s) mark@2kdesignservices.com

2Tier Wholesalers

Address 6022 Jester Drive Garland, TX 75044 Participation Type: Active Supplier

Classifications MBE,SBE,HUB (Primary),WBE

Invitation Date 01/18/2019

Invitation Type Automatic

Invitation Email(s) donnie@2tierwholesaleinc.com

360TXC, LLC

Address 901 S.Mopac #300 Austin, TX 78701 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 01/18/2019

Invitation Type Automatic

Invitation Email(s) tlester@360txc.com

365 Paving & Construction LLC

Address 1618 E. Griffin Parkway Mission, TX 78572 Participation Type: Active Supplier

Invitation Date 01/18/2019

Invitation Type Automatic

Invitation Email(s) 365paving@gmail.com

3G Chemical Solutions, LLC

Address 401 19TH ST N Bessemer, AL 35020 Participation Type: Active Supplier

Invitation Date 01/18/2019

Invitation Type Automatic

Invitation Email(s) sales@3gchemicalsolutions.com

Regular Board Meeting**7.A.****Meeting Date:** June 19, 2019**Title:****Submitted For:** Bill Monroe, Purchasing**Submitted By:** Kendra Jackson**Recommended Action:** Approve**HCDE Goal(s):**
1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation**Additional Resource Personnel:****Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:**

Consider and possible action regarding approval of one or more options relating to Coolwood Head Start facility, including, but not limited to, submission of application for disaster relief grant funding and/or issuance of an RFP for lease of a Coolwood Head Start facility.

Subject:

Coolwood Head Start Facility

Rationale:

Consider and possible action regarding approval of one or more options relating to Coolwood Head Start facility, including, but not limited to, submission of application for disaster relief grant funding and/or issuance of an RFP for lease of a Coolwood Head Start facility.

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

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Form Started By: Kendra Jackson
Final Approval Date: 06/06/2019

Reviewed By

Bill Monroe
Jesus Amezcua

Date

06/06/2019 08:13 AM
06/06/2019 11:22 AM
Started On: 06/06/2019 08:06 AM

Regular Board Meeting**7.B.****Meeting Date:** June 19, 2019**Title:** Professional Development and Travel Expense for Non-Employees of HCDE**Submitted For:** Venetia Peacock, Head Start**Submitted By:** Sharon McBride**Recommended Action:** Approve**HCDE Goal(s):**
1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation**Additional Resource Personnel:****Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval for the Head Start division to pay for professional development and travel expenses of non-employees per the Head Start grant for the period of 01/01/2019 through 12/31/2019. Per the grant, Head Start funds will be used to cover expenses of non-employee travel arrangements and professional development for in and out of county trainings/conferences. Board Policy CH (Local) requires board approval of such travel.

Subject:

Approval to pay for professional development and travel expense for non-employees of HCDE.

Rationale:**Head Start Performance Standards****1301.3 (e) Reimbursement**

A program must enable low-income members to participate fully in their policy council or policy committee responsibilities by providing, if necessary, reimbursements for reasonable expenses incurred by the low-income members

1301.5 Training

An [agency](#) must provide appropriate training and technical assistance or orientation to the governing body, any advisory committee members, and the policy council, including training on program performance standards and training indicated in § [1302.12\(m\)](#) to ensure the members understand the information they receive and can effectively oversee and participate in the programs in the Head Start agency. (m) Training on eligibility. (1) A program must train all governing body, policy council, management, and staff who determine eligibility on applicable federal regulations and program policies and procedures. Training must, at a minimum :

Fiscal Impact**Attachments**

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

Regular Board Meeting**7.C.**

Meeting Date:	June 19, 2019		
Title:	Disposition of Baytown Head Start's Playground Equipment		
Submitted For:	Venetia Peacock, Head Start	Submitted By:	Sharon McBride
Recommended Action:		HCDE Goal(s):	
Additional Resource		Facilities/Technology	
Personnel:		Approval Needed?:	

Information**Posted Agenda Item:**

Consider approval to dispose of playground equipment located at 1725 Pruett Street, Baytown, TX 77520.

Subject:

Disposition of Baytown Head Start's Playground Equipment

Rationale:

The Department of Health & Human Services, Administration for Children and Families is approving Harris County Department of Education's request dated May 30, 2019 to dispose of the playground equipment. In accordance with 45 CFR 75.320(e)(1), Harris County Department of Education shall leave the playground equipment at the leased location with no further obligation to the Office of Head Start. Although Harris County originally intended to remove, store and reinstall the playground equipment, vendors confirmed that the removal would cause damages making it unsafe to reinstall. The repairs and reinstall would cost more than the worth of the equipment, which is currently valued at under \$5,000.

In accordance with 45 CFR 75.320(d), your organization must maintain the ultimate disposition data, including date of disposal and sales price or the method used to determine the current fair market value.

Fiscal Impact**Attachments**

Disposition letter

Form Review**Inbox**

Head Start
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Sharon McBride
Final Approval Date: 06/04/2019

Reviewed By

Venetia Peacock
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

06/03/2019 12:12 PM
06/03/2019 02:30 PM
06/04/2019 09:14 AM
06/04/2019 11:24 PM
Started On: 06/03/2019 11:47 AM

May 31, 2019

Ms. Venetia Peacock, Head Start Director
6300 Irvington Blvd.
Houston, TX 77002

Re: Head Start/Early Head Start
Grant: 06CH7177/05
Budget Period: January 1, 2019 – December 31, 2019
Re: Disposition of Baytown Playground Equipment

Dear Ms. Peacock:

I am writing in response to your request and SF-429C dated May 30, 2019, to dispose of playground equipment located at 1725 Pruett Street, Baytown, TX 77520.

In initially accepting Federal funding, your agency expressly agreed to abide by all the terms and conditions of the grant, including those contained in Part 75. Notably, under 45 C.F.R. § 75.381(f), your agency must account for any real or personal property, equipment or supplies acquired with Federal funds in accordance with the provisions of sections 75.316 through 75.323. Federal courts have held that property purchased with Federal grant funds constitutes Federal property. See Neukirchen v. Wood County Head Start Inc. 53 F.3d 809 (7th Cir. 1995); In re Southwest Citizens' Organization for Poverty Elimination, 91 B.R. 278 (D.N.J. 1988).

The Department of Health & Human Services, Administration for Children and Families is approving Harris County Department of Education's request dated May 30, 2019 to dispose of the playground equipment. In accordance with 45 CFR 75.320(e)(1), Harris County Department of Education shall leave the playground equipment at the leased location with no further obligation to the Office of Head Start. Although Harris County originally intended to remove, store and reinstall the playground equipment, vendors confirmed that the removal would cause damages making it unsafe to reinstall. The repairs and reinstall would cost more than the worth of the equipment, which is currently valued at under \$5,000.

In accordance with 45 CFR 75.320(d), your organization must maintain the ultimate disposition data, including date of disposal and sales price or the method used to determine the current fair market value.

If you require any additional information or believe there is any reason why you may be unable to comply in whole or in part with these instructions in a timely manner, please inform the Regional Office in writing immediately as instructed below. All information should be sent to: Clinton McGrane, Grants Officer at Clinton.mcgrane@acf.hhs.gov and through the HSES correspondence tab.

If you anticipate not being able to meet the above time frames or requirements, you must immediately notify the Grants Officer in writing. We are ready to assist you and respond to any questions you may have regarding this transition process. If you have questions about the above matters, you may call Ms. Lisa Tarrant, Program Specialist at (214) 767-1770, extension 181 or Mr. Frank Olguin, Auditor at (415) 437-8415.

Sincerely,

A handwritten signature in dark ink, appearing to read "Clinton McGrane". The signature is fluid and cursive, with the first name "Clinton" written in a larger, more prominent script than the last name "McGrane".

Clinton McGrane
Grants Officer

CC: Jesus Amezcua

Regular Board Meeting**7.D.****Meeting Date:** June 19, 2019**Title:** HCDE Early Head Start Child Care Partnerships (EHS-CCP) Contracts**Submitted For:** Venetia Peacock, Head Start**Submitted By:** Sharon McBride**Recommended Action:** Approve**HCDE Goal(s):**
1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation**Additional Resource Personnel:** Jonathan Parker, Venetia L Peacock, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval of HCDE Early Head Start Child Care Partnerships (EHS-CCP) contracts with the following vendors: Deskot LLC, DBA Kool Kids Daycare (RFP 16/014YR) in the amount of \$200,000, Fellowship of Purpose Early Childhood Learning Center (RFP 15/051YR-4) in the amount of \$110,000, John G Jones Learning Center (RFP 15/038JG) in the amount of \$75,000, and Let's Learn Christian Learning Center (RFP 15/051YR-4) in the amount of \$60,000. Each contract will be valid 08/01/2019 through 07/31/2020.

Subject:**HCDE Early Head Start Child Care Partnerships (EHS-CCP) contracts****Rationale:**

The purpose of these EHS-CCP contracts is to honor the EHS grant to create partnerships with other childcare centers/agencies to increase access to quality comprehensive early childhood services for low-income families with infants and toddlers in east and northeast Harris County.

NAME	RFP #	CONTRACT DATES	AMOUNT	TOTAL
Fellowship of Purpose Early Childhood Learning Center	15/051YR-4	August 1, 2019 - July 31, 2020	\$110,000	\$110,000
John G Jones Learning Center	15/038JG	August 1, 2019 - July 31, 2020	\$75,000	\$75,000
Deskot LLC, DBA Kool Kids Daycare	16/014YR	August 1, 2019 - July 31, 2020	\$200,000	\$200,000
Let's Learn Christian Learning Center	15/051YR-4	August 1, 2019 - July 31, 2020	\$60,000	\$60,000
Total				\$445,000.00

Fiscal Impact**Attachments**

Deskot LLC, DBA Kool Kids Daycare
 Fellowship of Purpose ECLC
 John G Jones Learning Center
 Let's Learn Christian Learning Center

Form Review

Inbox

Reviewed By

Date

411

**EARLY HEAD START CHILD CARE PARTNERSHIP AGREEMENT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
Kool Kids Daycare**

This Early Head Start Child Care Partnership Agreement ("Agreement") is entered into by and between the Harris County Department of Education ("HCDE"), a political subdivision of the State of Texas, having its principal office and place of business at 6300 Irvington Blvd., Houston, Texas 77022 and Deskot LLC, DBA Kool Kids Daycare ("Provider"), having its principal office and place of business at 602 Fairmont Parkway, Pasadena, Texas, 77504. HCDE and Provider shall be referred to collectively herein as the "Parties".

RECITALS

WHEREAS, HCDE is a recipient of Early Head Start Child Care grant funds;

WHEREAS, Provider submitted a proposal in response to RFP # 16/014YR, the procurement solicitation for Early Head Start Child Care services issued by HCDE;

WHEREAS, Provider's proposal has been accepted and awarded by HCDE;

WHEREAS, HCDE and Provider desire to create a partnership to accomplish the shared objective of increasing access to quality comprehensive early childhood service for low-income families with infants and toddlers in east and northeast Harris County; and

WHEREAS, this Agreement sets forth the respective roles and responsibilities of Provider and HCDE in providing Early Head Start Child Care services for infants and toddlers (0-3 years old) in compliance with Early Head Start Child Care grant requirements and Head Start Performance Standards.

NOW, THEREFORE, 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, HCDE and Provider, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

ARTICLE 1: MUTUAL RESPONSIBILITIES OF THE PARTIES

1. **Confidentiality.** The Parties agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as applicable, and HCDE's confidentiality procedures. The Parties understand that HIPAA and FERPA govern the privacy and security of medical and educational records and information and agree to abide by HIPAA and FERPA rules and regulations, as applicable. Provider also acknowledges that HCDE is subject to the Texas Public Information Act, and Provider waives any claim against and releases from liability HCDE, 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 Provider and determined by HCDE, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.
2. **Early Head Start Child Care Program.** The Parties agree to form an Early Head Start Child Care Partnership to provide Early Head Start Child Care ("EHS-CC") services for up to 40 children ages 0-3 years old at Provider's child care facility located at 602 Fairmont Parkway, Pasadena, Texas, 77504 in compliance with EHS-CC program requirements established by the United States Department of

Health and Human Service ("HHS"). The Parties shall mutually assure that the families of all the EHS-CC Partnership children served at Provider's facility shall have access to the full range of EHS-CC services and shall be mutually responsible for assuring continuity in implementing EHS-CC services. The Parties shall work in collaboration to ensure all EHS compliance issues are addressed and met.

3. **Eligibility, Recruitment, Selection, Enrollment and Attendance.** The Parties will work together to ensure all children and families enrolled in the EHS-CC partnership are either income or categorically eligible for Early Head Start Services. The Parties will work together to identify partnership eligible families currently enrolled in Provider's child care program. HCDE will refer partnership eligible families to Provider when appropriate.
4. **Medical Screenings.** HCDE and Provider shall coordinate to provide all required developmental, sensory, behavioral and medical screenings for EHS-CC children within required 45-day timeframe and shall make referrals for follow-up treatment services, as needed.
5. **Reporting.** HCDE and Provider will meet quarterly to review this partnership. Any compliance monitoring issues or professional development needs will be addressed at these meetings. Minutes will be recorded and kept on site at the administrative offices of HCDE and Provider. Any correction plans developed in these meetings will also be recorded and kept on-site, with updates and completion of correction plans recorded in meeting minutes.
6. **Special Services.** HCDE and Provider shall provide special services to children diagnosed with disabilities, including training on inclusion of these children in a full range of activities. HCDE and Provider shall participate in transition meetings and Child Find meetings for enrolled children.
7. **Special Programs and Projects.** HCDE and Provider shall collaborate to plan and provide parent activities including Parent, Family and Community Engagement meetings, programs and projects. HCDE and Provider shall also collaborate to establish community partnerships that will offer resources to children and families.

ARTICLE II: RESPONSIBILITIES OF PROVIDER

1. **Administrative and Financial.** Provider will provide program management information to HCDE on at least a quarterly basis. Provider will timely inform HCDE of subsidy eligibility changes for enrolled partnership families.
2. **Compliance with Laws and EHS Program Requirements.** Provider shall comply with all EHS program requirements, Head Start Program Performance Standards ("HSPPS"), HHS Standards, and Texas Department of Family and Protective Services ("DFPS") Minimum Standards, including but not limited to, all HCDE and EHS child attendance policies and procedures, all HCDE and EHS health and safety practices, and all DFPS Child Care Licensing regulations. Provider shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. Provider agrees that the certifications and agreements included on the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in this Agreement for all purposes, are true and correct. For the entire duration of this Agreement, Provider shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement, including a valid DFPS Child Care License. When required or requested by HCDE, Provider shall furnish HCDE with satisfactory proof of Provider's compliance with this provision.
3. **Compliance Monitoring.** Provider will participate in the compliance monitoring and improvement plan system established by HCDE and will allow access to HCDE, EHS, and/or HHS and their

respective authorized representatives for classroom and staff observations as well as to all documentation relating to this Agreement.

4. **Criminal History Review.** Prior to commencing any work under this Agreement, Provider must certify that for each covered employee, volunteer or contractor of Provider who will have direct contact with students, Provider has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Provider employed before January 1, 2008; and (b) national criminal history record information for each employee of Provider employed on or after January 1, 2008. Provider must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors. Covered employees with disqualifying criminal history are prohibited from serving at HCDE; Provider and any subcontracting entity may not permit a covered employee to provide services at a child care facility if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred).
5. **Curriculum and Child Assessment:** Provider will implement an evidence-based early childhood curriculum that is developmentally appropriate for infants and toddlers and conduct ongoing assessment(s) of children to individualize the instruction and learning for each child.
6. **Eligibility, Recruitment, Selection, Enrollment and Attendance.** Provider will provide HCDE with attendance reports by each Tuesday. Provider must promote regular attendance and partner with HCDE EHS to implement strategies to support a monthly average daily attendance rate of a minimum of 85% per student. Provider will work closely with enrolled families and HCDE to successfully complete subsidy applications and subsidy re-determinations. Provider shall comply with the plan developed by HCDE to deliver ongoing supplemental services to EHS children and families. Provider shall also comply with the disabilities service plan developed by HCDE for each EHS enrolled child with a disability.
7. **Facility and Equipment Requirements.** Provider shall provide a child care facility that serves children ages 0–3 years old. Classroom(s) at Provider's child care facility may have a maximum of eight children with a ratio of one teacher per four children, and classroom(s) must accommodate a minimum of 35 square feet per child, not including crib space. Provider's facility shall meet all Head Start Program Performance Standards, EHS Program Standards and all DFPS Child Care Licensing regulations, including requirements for facilities, square footage, health and safety, and appropriate crib and sleep spacing and arrangements. Provider's facility shall include secure space for confidential files to be kept locked on Provider's premises, and Provider shall ensure that all confidential files are kept locked in said secure space on Provider's premises. Provider shall maintain a working computer and email capability for the entire Term of this Agreement. Provider shall maintain and secure any property, including all equipment and materials, provided by HCDE, and all such property shall remain the sole property of HCDE. Provider agrees that upon termination or expiration of the Agreement, Provider shall return all HCDE property, including all equipment and materials provided by HCDE, to HCDE within thirty days after the effective date of termination or expiration of this Agreement.
8. **Full Day/Full Year Early Head Start Child Care.** Provider shall operate a full-day/full-year EHS program as defined by HCDE and EHS and shall provide comprehensive child development services to all EHS children in its care pursuant to this Agreement and in accordance with the specifications identified in the Early Head Start rules and regulations. Provider shall provide EHS CC services at least ten (10) hours per day and at least 48 weeks per year. Provider shall submit annual service calendars to HCDE annually by June 30th of each year during the Term to enable HCDE to verify that the required

weeks of service are provided. Provider shall implement educational services in accordance with EHS and HCDE requirements.

9. **Health and Nutrition.** Provider shall enroll in the United States Department of Agriculture's Child and Adult Care Food Program ("CACFP"), maintain good standing within CACFP, and ensure that children receive two thirds of the required daily nutrition while participating in CACFP. Provider shall provide breakfast, lunch, and afternoon snack to all EHS children, and all meals and snacks served by Provider must meet EHS requirements.
10. **Home Visits; Parent-Teacher Conferences.** Provider shall make, at a minimum, two home visits per year for each EHS child served by Provider pursuant to this Agreement. Provider shall hold two parent-teacher conferences per year with each EHS enrolled family or primary guardian. Provider shall maintain adequate documentation of said home visits and parent-teacher conferences.
11. **Inspection.** Provider shall allow HCDE staff and its authorized representatives, at any time during normal business hours, with or without notice, to inspect Provider's facilities; observe Provider's performance; and observe, evaluate, screen, and interact with EHS children served by Provider pursuant to this Agreement.
12. **Insurance.** Provider is required to maintain General Liability Insurance coverage in an amount of \$300,000 per occurrence for negligence and to provide HCDE with copies of certificates of insurance. Certificates of Insurance, name and address of Provider, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE prior to commencement of any work under this Agreement and updated certificates of insurance shall be submitted to HCDE annually. The insurance company insuring Provider shall be licensed in the State of Texas and shall be acceptable to HCDE. Provider shall give HCDE a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Provider shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified herein. Upon request, certified copies of original insurance policies shall be furnished to HCDE. HCDE reserves the right to require additional insurance should HCDE deem additional insurance necessary, in HCDE's sole discretion.
13. **Parent and Community Engagement.** Provider will work closely with HCDE to ensure EHS parents are engaged and included in the full range of child development and family support services that are available and appropriate for each family. This will include a parent advisory committee with representation from partnership parents as well as members of the community, as appropriate. Provider will engage parents and the community to obtain non-federal shares that are reasonable and necessary for the accomplishment of EHS program objectives.
14. **Reporting and Recordkeeping.** For all EHS children served by Provider pursuant to this Agreement, Provider shall maintain up-to-date records of children's attendance, menus, medical conditions (including appropriate consent forms) and all other items required by HCDE, HHS, DFPS Child Care Licensing, CACFP, and any governmental authority or applicable funding agency. Provider shall maintain daily performance and attendance reports, signature sheets and other documents required by HCDE and shall submit such reports to the HCDE Accounts Payable Department on a semi-monthly basis no later than the 1st and 5th business day after the due date. Provider shall maintain annual service calendars and shall submit such service calendars to HCDE annually by June 30th of each year during the Term to enable HCDE to verify that the required weeks of service are provided.
15. **Solicitation of Parental Contributions Prohibited.** Provider shall not require or ask EHS parents to supply any items, including diapers, food, cash, and/or reimbursements for EHS children in Provider's care.

- 16. Teaching Staff Credentials; Teacher-Child Ratio; Group Size.** Provider shall hire and employ qualified teachers and ensure all teaching staff attend all classes and complete all requirements necessary to obtain a Child Development Associate ("CDA") credential for Infant and Toddler Caregivers within twelve months from beginning services. The Lead Teacher in each EHS partnership classroom must have a currently active CDA credential for Infant and Toddler Caregivers or an equivalent credential that addresses comparable competencies. Provider shall maintain a teacher-child ratio of one teacher for every four children. No more than eight children will be placed in any one classroom in which EHS partnership children will be enrolled. Any substitute teachers hired and employed by Provider shall meet all requirements detailed herein.
- 17. Training.** Provider will work with HCDE to develop professional development plans for all teachers working with EHS children, and to ensure access to professional development experiences that will foster the skills necessary to develop consistent, stable and supportive relationships with very young children, including trainings focused on increased knowledge of infant and toddler development, safety issues in infant and toddler care (e.g., reducing the risk of Sudden Infant Death Syndrome) and methods for communicating effectively with infants and toddlers, their parents and other staff members. Provider and Provider's staff shall participate in required orientation, ongoing training, and professional development as deemed necessary by HCDE and/or EHS.
- 18. Performance.** Provider agrees to use best efforts to provide the service(s) subject to this Agreement. Provider shall employ only orderly and competent workers, skilled in the performance of the services which shall be performed under this Agreement. Provider, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE's property.
- 19. Right to Use Name.** Provider hereby grants HCDE a non-exclusive right to use any of Provider's names, trademarks or logos, and copyrighted materials and to publish such.

ARTICLE III: RESPONSIBILITIES OF HCDE

- 1. Administrative and Financial.** HCDE is responsible for ensuring that all administrative and financial management requirements of the EHS-CC grant are met. HCDE will provide financial and program management information to Provider on at least a quarterly basis and will work closely with Provider to establish a partnership budget.
- 2. Assistance to Provider.** HCDE shall assist Provider in obtaining an EHS-CC curriculum that is evidence-based and developmentally appropriate for infants and toddlers; completing referrals for community agency assistance for EHS-CC families that need help or who are in crisis, assisting all enrolled EHS-CC families in attaining comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services; and assisting Provider's teachers in coordinating developmental, sensory, and behavioral screening and assistance with provision of follow-up services and assessments as mandated in the Head Start Performance Standards.
- 3. Compliance Monitoring.** HCDE shall incorporate Provider into an EHS-CC compliance monitoring and improvement plan system.
- 4. Early Head Start Plan.** HCDE shall be responsible for determining eligibility, recruitment, placement, and follow-up for EHS children. HCDE shall provide a plan to deliver ongoing supplemental services to EHS children and families. HCDE shall implement a recruitment plan and selection criteria to ensure the program enrolls children most in need in the community, namely: (1) children with disabilities, (2) families that receive child care subsidies, and (3) families eligible for public assistance.

5. **Disability Plans.** HCDE shall develop a disabilities service plan for each EHS enrolled child with a disability.
6. **Payment.** HCDE shall pay Provider the rate for the categories indicated in the chart below per day for each EHS child enrolled in Provider's EHS Child Care program, as evidenced by the attendance and enrollment records provided by Provider under this Agreement and verified, if necessary, by HCDE. The amount not to exceed \$ 200,000.00. All subsidy status changes must be reported immediately to HCDE. The Provider has 10 business days to inform the Assistant Director of Child Care Partnerships (ADCCP) in writing/email of student's status change. If status change is not reported by the 10th workday, invoice adjustments will not be made. Overpayments will be recouped via reduction in future payments.

Age of EHS child	Subsidized	Not subsidized
Infant (0-17 months)	\$ 18.00	\$ 35.00
Toddler (18-35 months)	\$ 15.00	\$ 28.00

HCDE shall enroll, pay the initial assessment fee(s), and monitor progress of Provider's teachers to take Infant-Toddler Child Development Associate Credential classes.

In accordance with Texas Government Code § 2251.021, payments are due to Provider within forty-five (45) days after the later of the following: (1) the date the performance of the service under the Agreement is completed; or (2) the date HCDE receives an invoice for the service. Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Provider receives the payment from HCDE. The exceptions to payments made by HCDE and/or Provider listed in Texas Government Code § 2251.002 shall apply to this Agreement.

7. **Reimbursements.** HCDE may reimburse Provider for the costs of expenses incurred by Provider in the course of gaining and/or maintaining compliance with EHS-CC program requirements and/or increasing the quality of Provider's EHS Child Care program. In order to receive reimbursement from HCDE, Provider must (1) obtain written approval of the expense from an authorized HCDE representative prior to Provider incurring the expense and (2) submit documentation of the expense (i.e., receipt, invoice, etc.) to HCDE. HCDE, in its sole discretion, may approve or disapprove Provider's request(s) for reimbursements under this Section.
8. **Training.** HCDE shall provide training to Provider prior to participation in the EHS Child Care program. HCDE shall provide Provider's EHS teachers with ongoing training, professional development plans, coaching, and mentoring, including providing technical assistance and training to Provider's teachers throughout the CDA credentialing process. Professional development plans will emphasize continuity of care and relational learning that supports EHS children and their families and fosters school readiness.

ARTICLE IV: TERM AND TERMINATION

1. **Term.** This Agreement is effective from August 1, 2019 through July 31, 2020. The Parties may renew this Agreement by written agreement for up to four (4) additional terms of no more than one (1) year increments. All services must be completed during the effective dates of the Agreement.
2. **Termination of Contract.** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of HCDE and Provider. In the event of a breach or default of the Agreement and/or the procurement solicitation by Provider, HCDE reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner

prescribed by law or deemed to be in the best interest of HCDE. HCDE further reserves the right to terminate the Agreement immediately in the event Provider fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or set by HCDE; (2) comply with EHS program requirements, HSPPS, HHS Standards, or DFPS Minimum Standards; (3) maintain all required licenses, certifications, permits, or other required documentation; or (4) otherwise perform in accordance with this Agreement and/or the procurement solicitation. HCDE also reserves the right to terminate the Agreement immediately, with written notice to Provider, if HCDE believes, in its sole discretion, that it is in the best interest of HCDE to do so. Provider agrees that HCDE shall not be liable for damages in the event that HCDE declares Provider to be in default or breach of this Agreement and/or the procurement solicitation. Provider further agrees that upon termination of the Agreement for any reason, Provider shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Provider.

ARTICLE V: GENERAL PROVISIONS

1. **Amendment.** No amendment of this Agreement shall be permitted unless first approved in writing by HCDE, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by HCDE's Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the HCDE Board of Trustees.
2. **Assignment of Agreement.** Provider may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Agreement by Provider shall be null and void. Any obligation, responsibility, or requirement imposed on Provider or HCDE property provided to Provider under this Agreement 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 HCDE. Provider is required to notify HCDE when any material change in operations occurs, including but not limited to, changes to or revocation of required licenses, certifications, permits, or other documentation necessary to perform this Agreement; bankruptcy; material changes in financial condition; change of ownership; and the like, within three (3) business days of such change.
3. **Captions.** The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
4. **Entire Agreement.** This Agreement, the procurement solicitation issued by HCDE, and Provider's proposal submitted in response to HCDE's procurement solicitation (RFP # 16/014YR), and the attached and incorporated addendum or exhibits, including, but not limited to Exhibit A, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Provider's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, or similar documents relating hereto and which may be issued by Provider after the Effective Date of this Agreement.
5. **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. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, 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 Agreement 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 Agreement.

6. **Force Majeure.** Neither HCDE or Provider shall be deemed to have breached any provision of this Agreement 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. The parties to this Agreement 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 shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of 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 Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, 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. Notwithstanding any other provision of this Agreement, in the event the Provider's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, HCDE shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HCDE's contractual, legal, or equitable rights.
7. **Non-Appropriation.** Notwithstanding any other provision of this Agreement or obligation imposed on HCDE by this Agreement, HCDE shall have the right to terminate this Agreement without default or liability to Provider resulting from such termination, effective as of the end of any fiscal year of HCDE or of HCDE's Early Head Start program, if it is determined by HCDE, in HCDE's sole discretion, that there are insufficient funds to extend this Agreement, in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. HCDE anticipates it will receive Early Head Start grant funds from the United States Department of Health and Human Services in an amount equal to the cost of services to be provided under this Agreement. Provider further acknowledges that federal funds will be used to make all payments and pay for all of HCDE's obligations under this Agreement and that this Agreement is subject to appropriation and approval of an Early Head Start Grant by the United States federal government for the specific purpose of providing Early Head Start services in east and northeast Harris County. Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent on HCDE receiving such funds. If HCDE does not receive sufficient funding to operate the Early Head Start program, HCDE may terminate this Agreement or reduce the scope of services provided under this Agreement, in HCDE's sole discretion, without penalty or further obligation to Provider, at any time upon written notice to Provider.
8. **Governing Law and Venue.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement must be brought in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.
9. **HCDE Property.** In the event of loss, damage, or destruction of any property owned by or loaned by HCDE that is caused by Provider or Provider's representative, agent, employee, contractor, or anyone under Provider's care, supervision, custody, and/or control, Provider shall indemnify HCDE and pay to HCDE the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Provider's receipt of written notice of HCDE's determination of the amount due. If Provider fails to make timely payment, HCDE may obtain such money from Provider by any

means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Provider by HCDE.

10. **Indemnification.** PROVIDER SHALL INDEMNIFY AND HOLD HCDE HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF PROVIDER, PROVIDER'S EMPLOYEES, AGENTS, CONTRACTORS, OR ANYONE UNDER PROVIDER'S CARE, SUPERVISION, CUSTODY, OR CONTROL, IN CONNECTION WITH THIS AGREEMENT. Provider's obligations under this clause shall survive expiration or termination of this Agreement.
11. **Interpretation.** Provider agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.
12. **IRS W-9.** In order to receive payment under this Agreement, Provider shall have a current I.R.S. W-9 Form on file with HCDE.
13. **No Agency or Endorsements.** HCDE 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 Agreement 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 HCDE and is 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 Provider or HCDE and any of Provider's agents. Provider agrees that HCDE has no responsibility for any conduct of any of Provider's employees, agents, representatives, contractors, subcontractors, or anyone under Provider's care, supervision, custody, or control.
14. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

HCDE

Attention: James Colbert, Jr., County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Deskot LLC

DBA Kool Kids Daycare
Attention: Sheila Kothari
602 Fairmont Parkway
Pasadena, Texas 77504

Notice shall be deemed effective upon receipt. 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 or registered mail, return receipt requested.

15. **Records Retention.** Provider shall maintain its records and accounts in a manner that shall assure a full accounting for all services provided by Provider under this Agreement. These records and accounts shall be retained by Provider and made available for audit by HCDE for a period of not less than two (2) years from the date of completion of the services, receipt of the goods, or the date of the receipt by HCDE of Provider's final invoice or claim for payment in connection with this Agreement, whichever

is later. If an audit has been announced, Provider shall retain its records and accounts until such audit has been completed.

16. **Right to Audit.** HCDE, upon written notice, shall have the right to audit all of Provider's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to HCDE in connection with the Agreement and shall be open to inspection and subject to audit and/or reproduction by HCDE or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of: (a) Provider's compliance with this Agreement and the requirements of the solicitation, (b) compliance with provisions for computing billings, attendance records, and other documents submitted to HCDE, and/or (c) any other matters related to this Agreement.
17. **Safety.** Provider, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by HCDE, EHS, or HHS. In case of conflict, the most stringent safety requirements shall govern. Provider shall comply with all other safety guidelines and standards as required by HCDE. Provider shall indemnify and hold HCDE harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Provider's obligations under this provision.
18. **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.
19. **Subcontractors.** If Provider uses subcontractors in the performance of any part of this Agreement, Provider shall be fully responsible to HCDE for all acts and omissions of the subcontractors just as Provider is responsible for Provider's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between HCDE and any such subcontractor, nor shall it create any obligation on the part of HCDE to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.
20. **Taxes.** HCDE is tax-exempt, and HCDE shall not pay taxes for goods and/or services provided under this Agreement. Provider represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Provider or its employees. HCDE shall not be liable for any taxes resulting from this Agreement.
21. **Tax Responsibilities of Provider and Indemnification for Taxes.** Provider and all subcontractor(s) of Provider shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Provider and all subcontractors of Provider. Provider shall require all subcontractors to hold HCDE harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Provider.
22. **Third Parties.** Neither this Agreement, nor any provision or term hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereto.
23. **Waiver.** 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 Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

IN WITNESS HEREOF, HCDE and Provider have executed this Agreement to be effective on the date specified in Article IV, 1. Term, above.

Harris County Department of Education

James Colbert, Jr.
County School Superintendent

Date

Kool Kids Daycare

Valdez

Sheila Kothari

MS. SHEILA KOTHARI

Printed Name

OWNER/DIRECTOR

Title

05.20.19

Date

**EARLY HEAD START CHILD CARE PARTNERSHIP AGREEMENT BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
FELLOWSHIP OF PURPOSE EARLY CHILDHOOD LEARNING CENTER**

This Early Head Start Child Care Partnership Agreement ("Agreement") is entered into by and between the Harris County Department of Education ("HCDE"), a political subdivision of the State of Texas, having its principal office and place of business at 6300 Irvington Blvd., Houston, Texas 77022 and Fellowship Of Purpose Early Childhood Learning Center ("Provider"), having its principal office and place of business at 846 Ashland Blvd., Channelview, Texas, 77530. HCDE and Provider shall be referred to collectively herein as the "Parties".

RECITALS

WHEREAS, HCDE is a recipient of Early Head Start Child Care grant funds;

WHEREAS, Provider submitted a proposal in response to RFP # 15/051YR-4, the procurement solicitation for Early Head Start Child Care services issued by HCDE;

WHEREAS, Provider's proposal has been accepted and awarded by HCDE;

WHEREAS, HCDE and Provider desire to create a partnership to accomplish the shared objective of increasing access to quality comprehensive early childhood service for low-income families with infants and toddlers in east and northeast Harris County; and

WHEREAS, this Agreement sets forth the respective roles and responsibilities of Provider and HCDE in providing Early Head Start Child Care services for infants and toddlers (0-3 years old) in compliance with Early Head Start Child Care grant requirements and Head Start Performance Standards.

NOW, THEREFORE, 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, HCDE and Provider, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

ARTICLE 1: MUTUAL RESPONSIBILITIES OF THE PARTIES

- 1. Confidentiality.** The Parties agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as applicable, and HCDE's confidentiality procedures. The Parties understand that HIPAA and FERPA govern the privacy and security of medical and educational records and information and agree to abide by HIPAA and FERPA rules and regulations, as applicable. Provider also acknowledges that HCDE is subject to the Texas Public Information Act, and Provider waives any claim against and releases from liability HCDE, 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 Provider and determined by HCDE, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.
- 2. Early Head Start Child Care Program.** The Parties agree to form an Early Head Start Child Care Partnership to provide Early Head Start Child Care ("EHS-CC") services for up to 16 children ages 0-3 years old at Provider's child care facility located at 846 Ashland Blvd., Channelview, Texas, 77530 in compliance with EHS-CC program requirements established by the United States Department of Health and Human Service ("HHS"). The Parties shall mutually assure that the families of all the EHS-

CC Partnership children served at Provider's facility shall have access to the full range of EHS-CC services and shall be mutually responsible for assuring continuity in implementing EHS-CC services. The Parties shall work in collaboration to ensure all EHS compliance issues are addressed and met.

3. **Eligibility, Recruitment, Selection, Enrollment and Attendance.** The Parties will work together to ensure all children and families enrolled in the EHS-CC partnership are either income or categorically eligible for Early Head Start Services. The Parties will work together to identify partnership eligible families currently enrolled in Provider's child care program. HCDE will refer partnership eligible families to Provider when appropriate.
4. **Medical Screenings.** HCDE and Provider shall coordinate to provide all required developmental, sensory, behavioral and medical screenings for EHS-CC children within required 45-day timeframe and shall make referrals for follow-up treatment services, as needed.
5. **Reporting.** HCDE and Provider will meet quarterly to review this partnership. Any compliance monitoring issues or professional development needs will be addressed at these meetings. Minutes will be recorded and kept on site at the administrative offices of HCDE and Provider. Any correction plans developed in these meetings will also be recorded and kept on-site, with updates and completion of correction plans recorded in meeting minutes.
6. **Special Services.** HCDE and Provider shall provide special services to children diagnosed with disabilities, including training on inclusion of these children in a full range of activities. HCDE and Provider shall participate in transition meetings and Child Find meetings for enrolled children.
7. **Special Programs and Projects.** HCDE and Provider shall collaborate to plan and provide parent activities including Parent, Family and Community Engagement meetings, programs and projects. HCDE and Provider shall also collaborate to establish community partnerships that will offer resources to children and families.

ARTICLE II: RESPONSIBILITIES OF PROVIDER

1. **Administrative and Financial.** Provider will provide program management information to HCDE on at least a quarterly basis. Provider will timely inform HCDE of subsidy eligibility changes for enrolled partnership families.
2. **Compliance with Laws and EHS Program Requirements.** Provider shall comply with all EHS program requirements, Head Start Program Performance Standards ("HSPPS"), HHS Standards, and Texas Department of Family and Protective Services ("DFPS") Minimum Standards, including but not limited to, all HCDE and EHS child attendance policies and procedures, all HCDE and EHS health and safety practices, and all DFPS Child Care Licensing regulations. Provider shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. Provider agrees that the certifications and agreements included on the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in this Agreement for all purposes, are true and correct. For the entire duration of this Agreement, Provider shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement, including a valid DFPS Child Care License. When required or requested by HCDE, Provider shall furnish HCDE with satisfactory proof of Provider's compliance with this provision.
3. **Compliance Monitoring.** Provider will participate in the compliance monitoring and improvement plan system established by HCDE and will allow access to HCDE, EHS, and/or HHS and their

respective authorized representatives for classroom and staff observations as well as to all documentation relating to this Agreement.

4. **Criminal History Review.** Prior to commencing any work under this Agreement, Provider must certify that for each covered employee, volunteer or contractor of Provider who will have direct contact with students, Provider has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Provider employed before January 1, 2008; and (b) national criminal history record information for each employee of Provider employed on or after January 1, 2008. Provider must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors. Covered employees with disqualifying criminal history are prohibited from serving at HCDE; Provider and any subcontracting entity may not permit a covered employee to provide services at a child care facility if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred).
5. **Curriculum and Child Assessment:** Provider will implement an evidence-based early childhood curriculum that is developmentally appropriate for infants and toddlers and conduct ongoing assessment(s) of children to individualize the instruction and learning for each child.
6. **Eligibility, Recruitment, Selection, Enrollment and Attendance.** Provider will provide HCDE with attendance reports by each Tuesday. Provider must promote regular attendance and partner with HCDE EHS to implement strategies to support a monthly average daily attendance rate of a minimum of 85% per student. Provider will work closely with enrolled families and HCDE to successfully complete subsidy applications and subsidy re-determinations. Provider shall comply with the plan developed by HCDE to deliver ongoing supplemental services to EHS children and families. Provider shall also comply with the disabilities service plan developed by HCDE for each EHS enrolled child with a disability.
7. **Facility and Equipment Requirements.** Provider shall provide a child care facility that serves children ages 0–3 years old. Classroom(s) at Provider's child care facility may have a maximum of eight children with a ratio of one teacher per four children, and classroom(s) must accommodate a minimum of 35 square feet per child, not including crib space. Provider's facility shall meet all Head Start Program Performance Standards, EHS Program Standards and all DFPS Child Care Licensing regulations, including requirements for facilities, square footage, health and safety, and appropriate crib and sleep spacing and arrangements. Provider's facility shall include secure space for confidential files to be kept locked on Provider's premises, and Provider shall ensure that all confidential files are kept locked in said secure space on Provider's premises. Provider shall maintain a working computer and email capability for the entire Term of this Agreement. Provider shall maintain and secure any property, including all equipment and materials, provided by HCDE, and all such property shall remain the sole property of HCDE. Provider agrees that upon termination or expiration of the Agreement, Provider shall return all HCDE property, including all equipment and materials provided by HCDE, to HCDE within thirty of days after the effective date of termination or expiration of this Agreement.
8. **Full Day/Full Year Early Head Start Child Care.** Provider shall operate a full-day/full-year EHS program as defined by HCDE and EHS and shall provide comprehensive child development services to all EHS children in its care pursuant to this Agreement and in accordance with the specifications identified in the Early Head Start rules and regulations. Provider shall provide EHS CC services at least ten (10) hours per day and at least 48 weeks per year. Provider shall submit annual service calendars to HCDE annually by June 30th of each year during the Term to enable HCDE to verify that the required

weeks of service are provided. Provider shall implement educational services in accordance with EHS and HCDE requirements.

9. **Health and Nutrition.** Provider shall enroll in the United States Department of Agriculture's Child and Adult Care Food Program ("CACFP"), maintain good standing within CACFP, and ensure that children receive two thirds of the required daily nutrition while participating in CACFP. Provider shall provide breakfast, lunch, and afternoon snack to all EHS children, and all meals and snacks served by Provider must meet EHS requirements.
10. **Home Visits; Parent-Teacher Conferences.** Provider shall make, at a minimum, two home visits per year for each EHS child served by Provider pursuant to this Agreement. Provider shall hold two parent-teacher conferences per year with each EHS enrolled family or primary guardian. Provider shall maintain adequate documentation of said home visits and parent-teacher conferences.
11. **Inspection.** Provider shall allow HCDE staff and its authorized representatives, at any time during normal business hours, with or without notice, to inspect Provider's facilities; observe Provider's performance; and observe, evaluate, screen, and interact with EHS children served by Provider pursuant to this Agreement.
12. **Insurance.** Provider is required to maintain General Liability Insurance coverage in an amount of \$300,000 per occurrence for negligence and to provide HCDE with copies of certificates of insurance. Certificates of Insurance, name and address of Provider, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE prior to commencement of any work under this Agreement and updated certificates of insurance shall be submitted to HCDE annually. The insurance company insuring Provider shall be licensed in the State of Texas and shall be acceptable to HCDE. Provider shall give HCDE a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Provider shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified herein. Upon request, certified copies of original insurance policies shall be furnished to HCDE. HCDE reserves the right to require additional insurance should HCDE deem additional insurance necessary, in HCDE's sole discretion.
13. **Parent and Community Engagement.** Provider will work closely with HCDE to ensure EHS parents are engaged and included in the full range of child development and family support services that are available and appropriate for each family. This will include a parent advisory committee with representation from partnership parents as well as members of the community, as appropriate. Provider will engage parents and the community to obtain non-federal shares that are reasonable and necessary for the accomplishment of EHS program objectives.
14. **Reporting and Recordkeeping.** For all EHS children served by Provider pursuant to this Agreement, Provider shall maintain up-to-date records of children's attendance, menus, medical conditions (including appropriate consent forms) and all other items required by HCDE, HHS, DFPS Child Care Licensing, CACFP, and any governmental authority or applicable funding agency. Provider shall maintain daily performance and attendance reports, signature sheets and other documents required by HCDE and shall submit such reports to the HCDE Accounts Payable Department on a semi-monthly basis no later than the 1st and 5th business day after the due date. Provider shall maintain annual service calendars and shall submit such service calendars to HCDE annually by June 30th of each year during the Term to enable HCDE to verify that the required weeks of service are provided.
15. **Solicitation of Parental Contributions Prohibited.** Provider shall not require or ask EHS parents to supply any items, including diapers, food, cash, and/or reimbursements for EHS children in Provider's care.

- 16. Teaching Staff Credentials; Teacher-Child Ratio; Group Size.** Provider shall hire and employ qualified teachers and ensure all teaching staff attend all classes and complete all requirements necessary to obtain a Child Development Associate (“CDA”) credential for Infant and Toddler Caregivers within twelve months from beginning services. The Lead Teacher in each EHS partnership classroom must have a currently active CDA credential for Infant and Toddler Caregivers or an equivalent credential that addresses comparable competencies. Provider shall maintain a teacher-child ratio of one teacher for every four children. No more than eight children will be placed in any one classroom in which EHS partnership children will be enrolled. Any substitute teachers hired and employed by Provider shall meet all requirements detailed herein.
- 17. Training.** Provider will work with HCDE to develop professional development plans for all teachers working with EHS children, and to ensure access to professional development experiences that will foster the skills necessary to develop consistent, stable and supportive relationships with very young children, including trainings focused on increased knowledge of infant and toddler development, safety issues in infant and toddler care (e.g., reducing the risk of Sudden Infant Death Syndrome) and methods for communicating effectively with infants and toddlers, their parents and other staff members. Provider and Provider’s staff shall participate in required orientation, ongoing training, and professional development as deemed necessary by HCDE and/or EHS.
- 18. Performance.** Provider agrees to use best efforts to provide the service(s) subject to this Agreement. Provider shall employ only orderly and competent workers, skilled in the performance of the services which shall be performed under this Agreement. Provider, its employees, subcontractors, and subcontractor’s employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE’s property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE’s property.
- 19. Right to Use Name.** Provider hereby grants HCDE a non-exclusive right to use any of Provider’s names, trademarks or logos, and copyrighted materials and to publish such.

ARTICLE III: RESPONSIBILITIES OF HCDE

- 1. Administrative and Financial.** HCDE is responsible for ensuring that all administrative and financial management requirements of the EHS-CC grant are met. HCDE will provide financial and program management information to Provider on at least a quarterly basis and will work closely with Provider to establish a partnership budget.
- 2. Assistance to Provider.** HCDE shall assist Provider in obtaining an EHS-CC curriculum that is evidence-based and developmentally appropriate for infants and toddlers; completing referrals for community agency assistance for EHS-CC families that need help or who are in crisis, assisting all enrolled EHS-CC families in attaining comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services; and assisting Provider’s teachers in coordinating developmental, sensory, and behavioral screening and assistance with provision of follow-up services and assessments as mandated in the Head Start Performance Standards.
- 3. Compliance Monitoring.** HCDE shall incorporate Provider into an EHS-CC compliance monitoring and improvement plan system.
- 4. Early Head Start Plan.** HCDE shall be responsible for determining eligibility, recruitment, placement, and follow-up for EHS children. HCDE shall provide a plan to deliver ongoing supplemental services to EHS children and families. HCDE shall implement a recruitment plan and selection criteria to ensure the program enrolls children most in need in the community, namely: (1) children with disabilities, (2) families that receive child care subsidies, and (3) families eligible for public assistance.

5. **Disability Plans.** HCDE shall develop a disabilities service plan for each EHS enrolled child with a disability.
6. **Payment.** HCDE shall pay Provider the rate for the categories indicated in the chart below per day for each EHS child enrolled in Provider's EHS Child Care program, as evidenced by the attendance and enrollment records provided by Provider under this Agreement and verified, if necessary, by HCDE. The amount not to exceed **\$ 110,000.00**. All subsidy status changes must be reported immediately to HCDE. The Provider has 10 business days to inform the Assistant Director of Child Care Partnerships (ADCCP) in writing/email of student's status change. If status change is not reported by the 10th workday, invoice adjustments will not be made. Overpayments will be recouped via reduction in future payments.

Age of EHS child	Subsidized	Not subsidized
Infant (0-17 months)	\$ 18.00	\$ 35.00
Toddler (18-35 months)	\$ 15.00	\$ 28.00

HCDE shall enroll, pay the initial assessment fee(s), and monitor progress of Provider's teachers to take Infant-Toddler Child Development Associate Credential classes.

In accordance with Texas Government Code § 2251.021, payments are due to Provider within forty-five (45) days after the later of the following: (1) the date the performance of the service under the Agreement is completed; or (2) the date HCDE receives an invoice for the service. Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Provider receives the payment from HCDE. The exceptions to payments made by HCDE and/or Provider listed in Texas Government Code § 2251.002 shall apply to this Agreement.

7. **Reimbursements.** HCDE may reimburse Provider for the costs of expenses incurred by Provider in the course of gaining and/or maintaining compliance with EHS-CC program requirements and/or increasing the quality of Provider's EHS Child Care program. In order to receive reimbursement from HCDE, Provider must (1) obtain written approval of the expense from an authorized HCDE representative prior to Provider incurring the expense and (2) submit documentation of the expense (i.e., receipt, invoice, etc.) to HCDE. HCDE, in its sole discretion, may approve or disapprove Provider's request(s) for reimbursements under this Section.
8. **Training.** HCDE shall provide training to Provider prior to participation in the EHS Child Care program. HCDE shall provide Provider's EHS teachers with ongoing training, professional development plans, coaching, and mentoring, including providing technical assistance and training to Provider's teachers throughout the CDA credentialing process. Professional development plans will emphasize continuity of care and relational learning that supports EHS children and their families and fosters school readiness.

ARTICLE IV: TERM AND TERMINATION

1. **Term.** This Agreement is effective from August 1, 2019 through July 31, 2020. The Parties may renew this Agreement by written agreement for up to four (4) additional terms of no more than one (1) year increments. All services must be completed during the effective dates of the Agreement.
2. **Termination of Contract.** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of HCDE and Provider. In the event of a breach or default of the Agreement and/or the procurement solicitation by Provider, HCDE reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner

prescribed by law or deemed to be in the best interest of HCDE. HCDE further reserves the right to terminate the Agreement immediately in the event Provider fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or set by HCDE; (2) comply with EHS program requirements, HSPPS, HHS Standards, or DFPS Minimum Standards; (3) maintain all required licenses, certifications, permits, or other required documentation; or (4) otherwise perform in accordance with this Agreement and/or the procurement solicitation. HCDE also reserves the right to terminate the Agreement immediately, with written notice to Provider, if HCDE believes, in its sole discretion, that it is in the best interest of HCDE to do so. Provider agrees that HCDE shall not be liable for damages in the event that HCDE declares Provider to be in default or breach of this Agreement and/or the procurement solicitation. Provider further agrees that upon termination of the Agreement for any reason, Provider shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Provider.

ARTICLE V: GENERAL PROVISIONS

1. **Amendment.** No amendment of this Agreement shall be permitted unless first approved in writing by HCDE, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by HCDE's Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the HCDE Board of Trustees.
2. **Assignment of Agreement.** Provider may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Agreement by Provider shall be null and void. Any obligation, responsibility, or requirement imposed on Provider or HCDE property provided to Provider under this Agreement 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 HCDE. Provider is required to notify HCDE when any material change in operations occurs, including but not limited to, changes to or revocation of required licenses, certifications, permits, or other documentation necessary to perform this Agreement; bankruptcy; material changes in financial condition; change of ownership; and the like, within three (3) business days of such change.
3. **Captions.** The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
4. **Entire Agreement.** This Agreement, the procurement solicitation issued by HCDE, and Provider's proposal submitted in response to HCDE's procurement solicitation (RFP # 15/051YR-4), and the attached and incorporated addendum or exhibits, including, but not limited to Exhibit A, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Provider's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, or similar documents relating hereto and which may be issued by Provider after the Effective Date of this Agreement.
5. **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. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, 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 Agreement 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 Agreement.

6. **Force Majeure.** Neither HCDE or Provider shall be deemed to have breached any provision of this Agreement 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. The parties to this Agreement 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 shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of 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 Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, 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. Notwithstanding any other provision of this Agreement, in the event the Provider's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, HCDE shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HCDE's contractual, legal, or equitable rights.
7. **Non-Appropriation.** Notwithstanding any other provision of this Agreement or obligation imposed on HCDE by this Agreement, HCDE shall have the right to terminate this Agreement without default or liability to Provider resulting from such termination, effective as of the end of any fiscal year of HCDE or of HCDE's Early Head Start program, if it is determined by HCDE, in HCDE's sole discretion, that there are insufficient funds to extend this Agreement, in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. HCDE anticipates it will receive Early Head Start grant funds from the United States Department of Health and Human Services in an amount equal to the cost of services to be provided under this Agreement. Provider further acknowledges that federal funds will be used to make all payments and pay for all of HCDE's obligations under this Agreement and that this Agreement is subject to appropriation and approval of an Early Head Start Grant by the United States federal government for the specific purpose of providing Early Head Start services in east and northeast Harris County. Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent on HCDE receiving such funds. If HCDE does not receive sufficient funding to operate the Early Head Start program, HCDE may terminate this Agreement or reduce the scope of services provided under this Agreement, in HCDE's sole discretion, without penalty or further obligation to Provider, at any time upon written notice to Provider.
8. **Governing Law and Venue.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement must be brought in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.
9. **HCDE Property.** In the event of loss, damage, or destruction of any property owned by or loaned by HCDE that is caused by Provider or Provider's representative, agent, employee, contractor, or anyone under Provider's care, supervision, custody, and/or control, Provider shall indemnify HCDE and pay to HCDE the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Provider's receipt of written notice of HCDE's determination of the amount due. If Provider fails to make timely payment, HCDE may obtain such money from Provider by any

means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Provider by HCDE.

10. **Indemnification.** PROVIDER SHALL INDEMNIFY AND HOLD HCDE HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF PROVIDER, PROVIDER'S EMPLOYEES, AGENTS, CONTRACTORS, OR ANYONE UNDER PROVIDER'S CARE, SUPERVISION, CUSTODY, OR CONTROL, IN CONNECTION WITH THIS AGREEMENT. Provider's obligations under this clause shall survive expiration or termination of this Agreement.
11. **Interpretation.** Provider agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.
12. **IRS W-9.** In order to receive payment under this Agreement, Provider shall have a current I.R.S. W-9 Form on file with HCDE.
13. **No Agency or Endorsements.** HCDE 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 Agreement 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 HCDE and is 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 Provider or HCDE and any of Provider's agents. Provider agrees that HCDE has no responsibility for any conduct of any of Provider's employees, agents, representatives, contractors, subcontractors, or anyone under Provider's care, supervision, custody, or control.
14. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

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

Fellowship of Purpose Early Childhood Learning Center
Attention: Marcella Murray
846 Ashland Boulevard
Channelview, Texas 77530

Notice shall be deemed effective upon receipt. 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 or registered mail, return receipt requested.

15. **Records Retention.** Provider shall maintain its records and accounts in a manner that shall assure a full accounting for all services provided by Provider under this Agreement. These records and accounts shall be retained by Provider and made available for audit by HCDE for a period of not less than two (2) years from the date of completion of the services, receipt of the goods, or the date of the receipt by HCDE of Provider's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Provider shall retain its records and accounts until such audit has been completed.

- 16. Right to Audit.** HCDE, upon written notice, shall have the right to audit all of Provider's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to HCDE in connection with the Agreement and shall be open to inspection and subject to audit and/or reproduction by HCDE or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of: (a) Provider's compliance with this Agreement and the requirements of the solicitation, (b) compliance with provisions for computing billings, attendance records, and other documents submitted to HCDE, and/or (c) any other matters related to this Agreement.
- 17. Safety.** Provider, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by HCDE, EHS, or HHS. In case of conflict, the most stringent safety requirements shall govern. Provider shall comply with all other safety guidelines and standards as required by HCDE. Provider shall indemnify and hold HCDE harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Provider's obligations under this provision.
- 18. 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.
- 19. Subcontractors.** If Provider uses subcontractors in the performance of any part of this Agreement, Provider shall be fully responsible to HCDE for all acts and omissions of the subcontractors just as Provider is responsible for Provider's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between HCDE and any such subcontractor, nor shall it create any obligation on the part of HCDE to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.
- 20. Taxes.** HCDE is tax-exempt, and HCDE shall not pay taxes for goods and/or services provided under this Agreement. Provider represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Provider or its employees. HCDE shall not be liable for any taxes resulting from this Agreement.
- 21. Tax Responsibilities of Provider and Indemnification for Taxes.** Provider and all subcontractor(s) of Provider shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Provider and all subcontractors of Provider. Provider shall require all subcontractors to hold HCDE harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Provider.
- 22. Third Parties.** Neither this Agreement, nor any provision or term hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereto.
- 23. Waiver.** 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 Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

IN WITNESS HEREOF, HCDE and Provider have executed this Agreement to be effective on the date specified in Article IV, 1. Term, above.

Harris County Department of Education

James Colbert, Jr.
County School Superintendent

Date

Fellowship of Purpose Early Childhood Learning
Center

Marcella Murray
Marcella Murray

marcella murray
Printed Name

Center
Title

5/21/19
Date

**EARLY HEAD START CHILD CARE PARTNERSHIP AGREEMENT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
JOHN G JONES LEARNING CENTER**

This Early Head Start Child Care Agreement ("Agreement") is entered into by and between the Harris County Department of Education ("HCDE"), a political subdivision of the State of Texas, having its principal office and place of business at 6300 Irvington Blvd., Houston, Texas 77022 and John G Jones Learning Center ("Provider"), having its principal office and place of business at 12406 Crosby Lynchburg Road, Crosby, Texas 77532. HCDE and Provider shall be referred to collectively herein as the "Parties".

RECITALS

WHEREAS, HCDE is a recipient of Early Head Start Child Care grant funds;

WHEREAS, Provider submitted a proposal in response to RFP # 15/038JG, the procurement solicitation for Early Head Start Child Care services issued by HCDE;

WHEREAS, Provider's proposal has been accepted and awarded by HCDE;

WHEREAS, HCDE and Provider desire to create a partnership to accomplish the shared objective of increasing access to quality comprehensive early childhood service for low-income families with infants and toddlers in east and northeast Harris County; and

WHEREAS, this Agreement sets forth the respective roles and responsibilities of Provider and HCDE in providing Early Head Start Child Care services for infants and toddlers (0-3 years old) in compliance with Early Head Start Child Care grant requirements and Head Start Performance Standards.

NOW, THEREFORE, 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, HCDE and Provider, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

ARTICLE 1: MUTUAL RESPONSIBILITIES OF THE PARTIES

- 1. Confidentiality.** The Parties agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as applicable, and HCDE's confidentiality procedures. The Parties understand that HIPAA and FERPA govern the privacy and security of medical and educational records and information and agree to abide by HIPAA and FERPA rules and regulations, as applicable. Provider also acknowledges that HCDE is subject to the Texas Public Information Act, and Provider waives any claim against and releases from liability HCDE, 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 Provider and determined by HCDE, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.
- 2. Early Head Start Child Care Program.** The Parties agree to form an Early Head Start Child Care Partnership to provide Early Head Start Child Care ("EHS-CC") services for up to 12 children ages 0-3 years old at Provider's child care facility located at 12406 Crosby Lynchburg Road, Crosby, Texas

77532 in compliance with EHS-CC program requirements established by the United States Department of Health and Human Service ("HHS"). The Parties shall mutually assure that the families of all the EHS-CC Partnership children served at Provider's facility shall have access to the full range of EHS-CC services and shall be mutually responsible for assuring continuity in implementing EHS-CC services. The Parties shall work in collaboration to ensure all EHS compliance issues are addressed and met.

3. **Eligibility, Recruitment, Selection, Enrollment and Attendance.** The Parties will work together to ensure all children and families enrolled in the EHS-CC partnership are either income or categorically eligible for Early Head Start Services. The Parties will work together to identify partnership eligible families currently enrolled in Provider's child care program. HCDE will refer partnership eligible families to Provider when appropriate.
4. **Medical Screenings.** HCDE and Provider shall coordinate to provide all required developmental, sensory, behavioral and medical screenings for EHS-CC children within required 45-day timeframe and shall make referrals for follow-up treatment services, as needed.
5. **Reporting.** HCDE and Provider will meet quarterly to review this partnership. Any compliance monitoring issues or professional development needs will be addressed at these meetings. Minutes will be recorded and kept on site at the administrative offices of HCDE and Provider. Any correction plans developed in these meetings will also be recorded and kept on-site, with updates and completion of correction plans recorded in meeting minutes.
6. **Special Services.** HCDE and Provider shall provide special services to children diagnosed with disabilities, including training on inclusion of these children in a full range of activities. HCDE and Provider shall participate in transition meetings and Child Find meetings for enrolled children.
7. **Special Programs and Projects.** HCDE and Provider shall collaborate to plan and provide parent activities including Parent, Family and Community Engagement meetings, programs and projects. HCDE and Provider shall also collaborate to establish community partnerships that will offer resources to children and families.

ARTICLE II: RESPONSIBILITIES OF PROVIDER

1. **Administrative and Financial.** Provider will provide program management information to HCDE on at least a quarterly basis. Provider will timely inform HCDE of subsidy eligibility changes for enrolled partnership families.
2. **Compliance with Laws and EHS Program Requirements.** Provider shall comply with all EHS program requirements, Head Start Program Performance Standards ("HSPPS"), HHS Standards, and Texas Department of Family and Protective Services ("DFPS") Minimum Standards, including but not limited to, all HCDE and EHS child attendance policies and procedures, all HCDE and EHS health and safety practices, and all DFPS Child Care Licensing regulations. Provider shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. Provider agrees that the certifications and agreements included on the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in this Agreement for all purposes, are true and correct. For the entire duration of this Agreement, Provider shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement, including a valid DFPS Child Care License. When required or requested by HCDE, Provider shall furnish HCDE with satisfactory proof of Provider's compliance with this provision.

3. **Compliance Monitoring.** Provider will participate in the compliance monitoring and improvement plan system established by HCDE and will allow access to HCDE, EHS, and/or HHS and their respective authorized representatives for classroom and staff observations as well as to all documentation relating to this Agreement.
4. **Criminal History Review.** Prior to commencing any work under this Agreement, Provider must certify that for each covered employee, volunteer or contractor of Provider who will have direct contact with students, Provider has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Provider employed before January 1, 2008; and (b) national criminal history record information for each employee of Provider employed on or after January 1, 2008. Provider must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors. Covered employees with disqualifying criminal history are prohibited from serving at HCDE; Provider and any subcontracting entity may not permit a covered employee to provide services at a child care facility if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred).
5. **Curriculum and Child Assessment:** Provider will implement an evidence-based early childhood curriculum that is developmentally appropriate for infants and toddlers and conduct ongoing assessment(s) of children to individualize the instruction and learning for each child.
6. **Eligibility, Recruitment, Selection, Enrollment and Attendance.** Provider will provide HCDE with attendance reports by each Tuesday. Provider must promote regular attendance and partner with HCDE EHS to implement strategies to support a monthly average daily attendance rate of a minimum of 85% per student. Provider will work closely with enrolled families and HCDE to successfully complete subsidy applications and subsidy re-determinations. Provider shall comply with the plan developed by HCDE to deliver ongoing supplemental services to EHS children and families. Provider shall also comply with the disabilities service plan developed by HCDE for each EHS enrolled child with a disability.
7. **Facility and Equipment Requirements.** Provider shall provide a child care facility that serves children ages 0–3 years old. Classroom(s) at Provider's child care facility may have a maximum of eight children with a ratio of one teacher per four children, and classroom(s) must accommodate a minimum of 35 square feet per child, not including crib space. Provider's facility shall meet all Head Start Program Performance Standards, EHS Program Standards and all DFPS Child Care Licensing regulations, including requirements for facilities, square footage, health and safety, and appropriate crib and sleep spacing and arrangements. Provider's facility shall include secure space for confidential files to be kept locked on Provider's premises, and Provider shall ensure that all confidential files are kept locked in said secure space on Provider's premises. Provider shall maintain a working computer and email capability for the entire Term of this Agreement. Provider shall maintain and secure any property, including all equipment and materials, provided by HCDE, and all such property shall remain the sole property of HCDE. Provider agrees that upon termination or expiration of the Agreement, Provider shall return all HCDE property, including all equipment and materials provided by HCDE, to HCDE within thirty days after the effective date of termination or expiration of this Agreement.
8. **Full Day/Full Year Early Head Start Child Care.** Provider shall operate a full-day/full-year EHS program as defined by HCDE and EHS and shall provide comprehensive child development services to all EHS children in its care pursuant to this Agreement and in accordance with the specifications identified in the Early Head Start rules and regulations. Provider shall provide EHS CC services at least ten (10) hours per day and at least 48 weeks per year. Provider shall submit annual service calendars to

HCDE annually by June 30th of each year during the Term to enable HCDE to verify that the required weeks of service are provided. Provider shall implement educational services in accordance with EHS and HCDE requirements.

9. **Health and Nutrition.** Provider shall enroll in the United States Department of Agriculture's Child and Adult Care Food Program ("CACFP"), maintain good standing within CACFP, and ensure that children receive two thirds of the required daily nutrition while participating in CACFP. Provider shall provide breakfast, lunch, and afternoon snack to all EHS children, and all meals and snacks served by Provider must meet EHS requirements.
10. **Home Visits; Parent-Teacher Conferences.** Provider shall make, at a minimum, two home visits per year for each EHS child served by Provider pursuant to this Agreement. Provider shall hold two parent-teacher conferences per year with each EHS enrolled family or primary guardian. Provider shall maintain adequate documentation of said home visits and parent-teacher conferences.
11. **Inspection.** Provider shall allow HCDE staff and its authorized representatives, at any time during normal business hours, with or without notice, to inspect Provider's facilities; observe Provider's performance; and observe, evaluate, screen, and interact with EHS children served by Provider pursuant to this Agreement.
12. **Insurance.** Provider is required to maintain General Liability Insurance coverage in an amount of \$300,000 per occurrence for negligence and to provide HCDE with copies of certificates of insurance. Certificates of Insurance, name and address of Provider, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE prior to commencement of any work under this Agreement and updated certificates of insurance shall be submitted to HCDE annually. The insurance company insuring Provider shall be licensed in the State of Texas and shall be acceptable to HCDE. Provider shall give HCDE a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Provider shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified herein. Upon request, certified copies of original insurance policies shall be furnished to HCDE. HCDE reserves the right to require additional insurance should HCDE deem additional insurance necessary, in HCDE's sole discretion.
13. **Parent and Community Engagement.** Provider will work closely with HCDE to ensure EHS parents are engaged and included in the full range of child development and family support services that are available and appropriate for each family. This will include a parent advisory committee with representation from partnership parents as well as members of the community, as appropriate. Provider will engage parents and the community to obtain non-federal shares that are reasonable and necessary for the accomplishment of EHS program objectives.
14. **Reporting and Recordkeeping.** For all EHS children served by Provider pursuant to this Agreement, Provider shall maintain up-to-date records of children's attendance, menus, medical conditions (including appropriate consent forms) and all other items required by HCDE, HHS, DFPS Child Care Licensing, CACFP, and any governmental authority or applicable funding agency. Provider shall maintain daily performance and attendance reports, signature sheets and other documents required by HCDE and shall submit such reports to the HCDE Accounts Payable Department on a semi-monthly basis no later than the 1st and 5th business day after the due date. Provider shall maintain annual service calendars and shall submit such service calendars to HCDE annually by June 30th of each year during the Term to enable HCDE to verify that the required weeks of service are provided.
15. **Solicitation of Parental Contributions Prohibited.** Provider shall not require or ask EHS parents to supply any items, including diapers, food, cash, and/or reimbursements for EHS children in Provider's care.

16. **Teaching Staff Credentials; Teacher-Child Ratio; Group Size.** Provider shall hire and employ qualified teachers and ensure all teaching staff attend all classes and complete all requirements necessary to obtain a Child Development Associate (“CDA”) credential for Infant and Toddler Caregivers within twelve months from beginning services. The Lead Teacher in each EHS partnership classroom must have a currently active CDA credential for Infant and Toddler Caregivers or an equivalent credential that addresses comparable competencies. Provider shall maintain a teacher-child ratio of one teacher for every four children. No more than eight children will be placed in any one classroom in which EHS partnership children will be enrolled. Any substitute teachers hired and employed by Provider shall meet all requirements detailed herein.
17. **Training.** Provider will work with HCDE to develop professional development plans for all teachers working with EHS children, and to ensure access to professional development experiences that will foster the skills necessary to develop consistent, stable and supportive relationships with very young children, including trainings focused on increased knowledge of infant and toddler development, safety issues in infant and toddler care (e.g., reducing the risk of Sudden Infant Death Syndrome) and methods for communicating effectively with infants and toddlers, their parents and other staff members. Provider and Provider’s staff shall participate in required orientation, ongoing training, and professional development as deemed necessary by HCDE and/or EHS.
18. **Performance.** Provider agrees to use best efforts to provide the service(s) subject to this Agreement. Provider shall employ only orderly and competent workers, skilled in the performance of the services which shall be performed under this Agreement. Provider, its employees, subcontractors, and subcontractor’s employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE’s property, nor may such workers by intoxicated or under the influence of alcohol or drugs on HCDE’s property.
19. **Right to Use Name.** Provider hereby grants HCDE a non-exclusive right to use any of Provider’s names, trademarks or logos, and copyrighted materials and to publish such.

ARTICLE III: RESPONSIBILITIES OF HCDE

1. **Administrative and Financial.** HCDE is responsible for ensuring that all administrative and financial management requirements of the EHS-CC grant are met. HCDE will provide financial and program management information to Provider on at least a quarterly basis and will work closely with Provider to establish a partnership budget.
2. **Assistance to Provider.** HCDE shall assist Provider in obtaining an EHS-CC curriculum that is evidence-based and developmentally appropriate for infants and toddlers; completing referrals for community agency assistance for EHS-CC families that need help or who are in crisis, assisting all enrolled EHS-CC families in attaining comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services; and assisting Provider’s teachers in coordinating developmental, sensory, and behavioral screening and assistance with provision of follow-up services and assessments as mandated in the Head Start Performance Standards.
3. **Compliance Monitoring.** HCDE shall incorporate Provider into an EHS-CC compliance monitoring and improvement plan system.
4. **Early Head Start Plan.** HCDE shall be responsible for determining eligibility, recruitment, placement, and follow-up for EHS children. HCDE shall provide a plan to deliver ongoing supplemental services to EHS children and families. HCDE shall implement a recruitment plan and selection criteria to ensure the program enrolls children most in need in the community, namely: (1) children with disabilities, (2) families that receive child care subsidies, and (3) families eligible for public assistance.

5. **Disability Plans.** HCDE shall develop a disabilities service plan for each EHS enrolled child with a disability.
6. **Payment.** HCDE shall pay Provider the rate for the categories indicated in the chart below per day for each EHS child enrolled in Provider's EHS Child Care program, as evidenced by the attendance and enrollment records provided by Provider under this Agreement and verified, if necessary, by HCDE. The amount not to exceed \$ 75,000.00. All subsidy status changes must be reported immediately to HCDE. The Provider has 10 business days to inform the Assistant Director of Early Head Start Child Care Partnerships (ADEHSCCP) in writing/email of student's status change. If status change is not reported by the 10th workday, invoice adjustments will not be made. Overpayments will be recouped via reduction in future payments.

Age of EHS child	Subsidized	Not subsidized
Infant (0-17 months)	\$ 18.00	\$ 35.00
Toddler (18-35 months)	\$ 15.00	\$ 28.00

HCDE shall enroll, pay the initial assessment fee(s), and monitor progress of Provider's teachers to take Infant-Toddler Child Development Associate Credential classes.

In accordance with Texas Government Code § 2251.021, payments are due to Provider within forty-five (45) days after the later of the following: (1) the date the performance of the service under the Agreement is completed; or (2) the date HCDE receives an invoice for the service. Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Provider receives the payment from HCDE. The exceptions to payments made by HCDE and/or Provider listed in Texas Government Code § 2251.002 shall apply to this Agreement.

7. **Reimbursements.** HCDE may reimburse Provider for the costs of expenses incurred by Provider in the course of gaining and/or maintaining compliance with EHS-CC program requirements and/or increasing the quality of Provider's EHS Child Care program. In order to receive reimbursement from HCDE, Provider must (1) obtain written approval of the expense from an authorized HCDE representative prior to Provider incurring the expense and (2) submit documentation of the expense (i.e., receipt, invoice, etc.) to HCDE. HCDE, in its sole discretion, may approve or disapprove Provider's request(s) for reimbursements under this Section.
8. **Training.** HCDE shall provide training to Provider prior to participation in the EHS Child Care program. HCDE shall provide Provider's EHS teachers with ongoing training, professional development plans, coaching, and mentoring, including providing technical assistance and training to Provider's teachers throughout the CDA credentialing process. Professional development plans will emphasize continuity of care and relational learning that supports EHS children and their families and fosters school readiness.

ARTICLE IV: TERM AND TERMINATION

1. **Term.** This Agreement is effective from August 1, 2019 through July 31, 2020. The Parties may renew this Agreement by written agreement for up to four (4) additional terms of no more than one (1) year increments. All services must be completed during the effective dates of the Agreement.
2. **Termination of Contract.** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of HCDE and Provider. In the event of a breach or default of the Agreement and/or the procurement solicitation by Provider, HCDE reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner

prescribed by law or deemed to be in the best interest of HCDE. HCDE further reserves the right to terminate the Agreement immediately in the event Provider fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or set by HCDE; (2) comply with EHS program requirements, HSPPS, HHS Standards, or DFPS Minimum Standards; (3) maintain all required licenses, certifications, permits, or other required documentation; or (4) otherwise perform in accordance with this Agreement and/or the procurement solicitation. HCDE also reserves the right to terminate the Agreement immediately, with written notice to Provider, if HCDE believes, in its sole discretion, that it is in the best interest of HCDE to do so. Provider agrees that HCDE shall not be liable for damages in the event that HCDE declares Provider to be in default or breach of this Agreement and/or the procurement solicitation. Provider further agrees that upon termination of the Agreement for any reason, Provider shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Provider.

ARTICLE V: GENERAL PROVISIONS

1. **Amendment.** No amendment of this Agreement shall be permitted unless first approved in writing by HCDE, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by HCDE's Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the HCDE Board of Trustees.
2. **Assignment of Agreement.** Provider may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Agreement by Provider shall be null and void. Any obligation, responsibility, or requirement imposed on Provider or HCDE property provided to Provider under this Agreement 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 HCDE. Provider is required to notify HCDE when any material change in operations occurs, including but not limited to, changes to or revocation of required licenses, certifications, permits, or other documentation necessary to perform this Agreement; bankruptcy; material changes in financial condition; change of ownership; and the like, within three (3) business days of such change.
3. **Captions.** The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
4. **Entire Agreement.** This Agreement, the procurement solicitation issued by HCDE, and Provider's proposal submitted in response to HCDE's procurement solicitation (RFP # 15/038JG), and the attached and incorporated addendum or exhibits, including, but not limited to Exhibit A, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Provider's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, or similar documents relating hereto and which may be issued by Provider after the Effective Date of this Agreement.
5. **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. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, 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 Agreement 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 Agreement.

6. **Force Majeure.** Neither HCDE or Provider shall be deemed to have breached any provision of this Agreement 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. The parties to this Agreement 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 shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of 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 Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, 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. Notwithstanding any other provision of this Agreement, in the event the Provider's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, HCDE shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HCDE's contractual, legal, or equitable rights.
7. **Non-Appropriation.** Notwithstanding any other provision of this Agreement or obligation imposed on HCDE by this Agreement, HCDE shall have the right to terminate this Agreement without default or liability to Provider resulting from such termination, effective as of the end of any fiscal year of HCDE or of HCDE's Early Head Start program, if it is determined by HCDE, in HCDE's sole discretion, that there are insufficient funds to extend this Agreement, in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. HCDE anticipates it will receive Early Head Start grant funds from the United States Department of Health and Human Services in an amount equal to the cost of services to be provided under this Agreement. Provider further acknowledges that federal funds will be used to make all payments and pay for all of HCDE's obligations under this Agreement and that this Agreement is subject to appropriation and approval of an Early Head Start Grant by the United States federal government for the specific purpose of providing Early Head Start services in east and northeast Harris County. Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent on HCDE receiving such funds. If HCDE does not receive sufficient funding to operate the Early Head Start program, HCDE may terminate this Agreement or reduce the scope of services provided under this Agreement, in HCDE's sole discretion, without penalty or further obligation to Provider, at any time upon written notice to Provider.
8. **Governing Law and Venue.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement must be brought in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.
9. **HCDE Property.** In the event of loss, damage, or destruction of any property owned by or loaned by HCDE that is caused by Provider or Provider's representative, agent, employee, contractor, or anyone under Provider's care, supervision, custody, and/or control, Provider shall indemnify HCDE and pay to HCDE the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Provider's receipt of written notice of HCDE's determination of the amount due. If Provider fails to make timely payment, HCDE may obtain such money from Provider by any

means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Provider by HCDE.

10. **Indemnification.** PROVIDER SHALL INDEMNIFY AND HOLD HCDE HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF PROVIDER, PROVIDER'S EMPLOYEES, AGENTS, CONTRACTORS, OR ANYONE UNDER PROVIDER'S CARE, SUPERVISION, CUSTODY, OR CONTROL, IN CONNECTION WITH THIS AGREEMENT. Provider's obligations under this clause shall survive expiration or termination of this Agreement.
11. **Interpretation.** Provider agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.
12. **IRS W-9.** In order to receive payment under this Agreement, Provider shall have a current I.R.S. W-9 Form on file with HCDE.
13. **No Agency or Endorsements.** HCDE 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 Agreement 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 HCDE and is 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 Provider or HCDE and any of Provider's agents. Provider agrees that HCDE has no responsibility for any conduct of any of Provider's employees, agents, representatives, contractors, subcontractors, or anyone under Provider's care, supervision, custody, or control.
14. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

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

John G Jones Learning Center
Attention: Robert Chambers
P.O. Box 3303
Crosby, Texas 77532

Notice shall be deemed effective upon receipt. 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 or registered mail, return receipt requested.

15. **Records Retention.** Provider shall maintain its records and accounts in a manner that shall assure a full accounting for all services provided by Provider under this Agreement. These records and accounts shall be retained by Provider and made available for audit by HCDE for a period of not less than two (2) years from the date of completion of the services, receipt of the goods, or the date of the receipt by HCDE of Provider's final invoice or claim for payment in connection with this Agreement, whichever

is later. If an audit has been announced, Provider shall retain its records and accounts until such audit has been completed.

16. **Right to Audit.** HCDE, upon written notice, shall have the right to audit all of Provider's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to HCDE in connection with the Agreement and shall be open to inspection and subject to audit and/or reproduction by HCDE or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of: (a) Provider's compliance with this Agreement and the requirements of the solicitation, (b) compliance with provisions for computing billings, attendance records, and other documents submitted to HCDE, and/or (c) any other matters related to this Agreement.
17. **Safety.** Provider, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by HCDE, EHS, or HHS. In case of conflict, the most stringent safety requirements shall govern. Provider shall comply with all other safety guidelines and standards as required by HCDE. Provider shall indemnify and hold HCDE harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Provider's obligations under this provision.
18. **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.
19. **Subcontractors.** If Provider uses subcontractors in the performance of any part of this Agreement, Provider shall be fully responsible to HCDE for all acts and omissions of the subcontractors just as Provider is responsible for Provider's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between HCDE and any such subcontractor, nor shall it create any obligation on the part of HCDE to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.
20. **Taxes.** HCDE is tax-exempt, and HCDE shall not pay taxes for goods and/or services provided under this Agreement. Provider represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Provider or its employees. HCDE shall not be liable for any taxes resulting from this Agreement.
21. **Tax Responsibilities of Provider and Indemnification for Taxes.** Provider and all subcontractor(s) of Provider shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Provider and all subcontractors of Provider. Provider shall require all subcontractors to hold HCDE harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Provider.
22. **Third Parties.** Neither this Agreement, nor any provision or term hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereto.
23. **Waiver.** 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 Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

IN WITNESS HEREOF, HCDE and Provider have executed this Agreement to be effective on the date specified in Article IV, 1. Term, above.

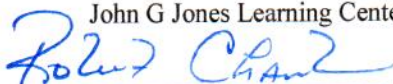
Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

John G Jones Learning Center



Robert Chambers
Board Chairperson

ROBERT CHAMBERS

Printed Name

BOARD CHAIRPERSON

Title

5-20-19

Date

**EARLY HEAD START CHILD CARE PARTNERSHIP AGREEMENT BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
LET'S LEARN CHRISTIAN LEARNING CENTER**

This Early Head Start Child Care Partnership Agreement ("Agreement") is entered into by and between the Harris County Department of Education ("HCDE"), a political subdivision of the State of Texas, having its principal office and place of business at 6300 Irvington Blvd., Houston, Texas 77022 and Let's Learn Christian Learning Center ("Provider"), having its principal office and place of business at 1511 North Tenth Street, Baytown, Texas, 77520. HCDE and Provider shall be referred to collectively herein as the "Parties".

RECITALS

WHEREAS, HCDE is a recipient of Early Head Start Child Care grant funds;

WHEREAS, Provider submitted a proposal in response to RFP # 15/051YR-4, the procurement solicitation for Early Head Start Child Care services issued by HCDE;

WHEREAS, Provider's proposal has been accepted and awarded by HCDE;

WHEREAS, HCDE and Provider desire to create a partnership to accomplish the shared objective of increasing access to quality comprehensive early childhood service for low-income families with infants and toddlers in east and northeast Harris County; and

WHEREAS, this Agreement sets forth the respective roles and responsibilities of Provider and HCDE in providing Early Head Start Child Care services for infants and toddlers (0-3 years old) in compliance with Early Head Start Child Care grant requirements and Head Start Performance Standards.

NOW, THEREFORE, 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, HCDE and Provider, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

ARTICLE 1: MUTUAL RESPONSIBILITIES OF THE PARTIES

- 1. Confidentiality.** The Parties agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as applicable, and HCDE's confidentiality procedures. The Parties understand that HIPAA and FERPA govern the privacy and security of medical and educational records and information and agree to abide by HIPAA and FERPA rules and regulations, as applicable. Provider also acknowledges that HCDE is subject to the Texas Public Information Act, and Provider waives any claim against and releases from liability HCDE, 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 Provider and determined by HCDE, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.
- 2. Early Head Start Child Care Program.** The Parties agree to form an Early Head Start Child Care Partnership to provide Early Head Start Child Care ("EHS-CC") services for up to 16 children ages 0-3 years old at Provider's child care facility located at 1511 Tenth Street, Baytown, Texas, 77520 in compliance with EHS-CC program requirements established by the United States Department of Health and Human Service ("HHS"). The Parties shall mutually assure that the families of all the EHS-CC

Partnership children served at Provider's facility shall have access to the full range of EHS-CC services and shall be mutually responsible for assuring continuity in implementing EHS-CC services. The Parties shall work in collaboration to ensure all EHS compliance issues are addressed and met.

3. **Eligibility, Recruitment, Selection, Enrollment and Attendance.** The Parties will work together to ensure all children and families enrolled in the EHS-CC partnership are either income or categorically eligible for Early Head Start Services. The Parties will work together to identify partnership eligible families currently enrolled in Provider's child care program. HCDE will refer partnership eligible families to Provider when appropriate.
4. **Medical Screenings.** HCDE and Provider shall coordinate to provide all required developmental, sensory, behavioral and medical screenings for EHS-CC children within required 45-day timeframe and shall make referrals for follow-up treatment services, as needed.
5. **Reporting.** HCDE and Provider will meet quarterly to review this partnership. Any compliance monitoring issues or professional development needs will be addressed at these meetings. Minutes will be recorded and kept on site at the administrative offices of HCDE and Provider. Any correction plans developed in these meetings will also be recorded and kept on-site, with updates and completion of correction plans recorded in meeting minutes.
6. **Special Services.** HCDE and Provider shall provide special services to children diagnosed with disabilities, including training on inclusion of these children in a full range of activities. HCDE and Provider shall participate in transition meetings and Child Find meetings for enrolled children.
7. **Special Programs and Projects.** HCDE and Provider shall collaborate to plan and provide parent activities including Parent, Family and Community Engagement meetings, programs and projects. HCDE and Provider shall also collaborate to establish community partnerships that will offer resources to children and families.

ARTICLE II: RESPONSIBILITIES OF PROVIDER

1. **Administrative and Financial.** Provider will provide program management information to HCDE on at least a quarterly basis. Provider will timely inform HCDE of subsidy eligibility changes for enrolled partnership families.
2. **Compliance with Laws and EHS Program Requirements.** Provider shall comply with all EHS program requirements, Head Start Program Performance Standards ("HSPPS"), HHS Standards, and Texas Department of Family and Protective Services ("DFPS") Minimum Standards, including but not limited to, all HCDE and EHS child attendance policies and procedures, all HCDE and EHS health and safety practices, and all DFPS Child Care Licensing regulations. Provider shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. Provider agrees that the certifications and agreements included on the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in this Agreement for all purposes, are true and correct. For the entire duration of this Agreement, Provider shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement, including a valid DFPS Child Care License. When required or requested by HCDE, Provider shall furnish HCDE with satisfactory proof of Provider's compliance with this provision.
3. **Compliance Monitoring.** Provider will participate in the compliance monitoring and improvement plan system established by HCDE and will allow access to HCDE, EHS, and/or HHS and their

respective authorized representatives for classroom and staff observations as well as to all documentation relating to this Agreement.

4. **Criminal History Review.** Prior to commencing any work under this Agreement, Provider must certify that for each covered employee, volunteer or contractor of Provider who will have direct contact with students, Provider has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Provider employed before January 1, 2008; and (b) national criminal history record information for each employee of Provider employed on or after January 1, 2008. Provider must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors. Covered employees with disqualifying criminal history are prohibited from serving at HCDE; Provider and any subcontracting entity may not permit a covered employee to provide services at a child care facility if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred).
5. **Curriculum and Child Assessment:** Provider will implement an evidence-based early childhood curriculum that is developmentally appropriate for infants and toddlers and conduct ongoing assessment(s) of children to individualize the instruction and learning for each child.
6. **Eligibility, Recruitment, Selection, Enrollment and Attendance.** Provider will provide HCDE with attendance reports by each Tuesday. Provider must promote regular attendance and partner with HCDE EHS to implement strategies to support a monthly average daily attendance rate of a minimum of 85% per student. Provider will work closely with enrolled families and HCDE to successfully complete subsidy applications and subsidy re-determinations. Provider shall comply with the plan developed by HCDE to deliver ongoing supplemental services to EHS children and families. Provider shall also comply with the disabilities service plan developed by HCDE for each EHS enrolled child with a disability.
7. **Facility and Equipment Requirements.** Provider shall provide a child care facility that serves children ages 0–3 years old. Classroom(s) at Provider's child care facility may have a maximum of eight children with a ratio of one teacher per four children, and classroom(s) must accommodate a minimum of 35 square feet per child, not including crib space. Provider's facility shall meet all Head Start Program Performance Standards, EHS Program Standards and all DFPS Child Care Licensing regulations, including requirements for facilities, square footage, health and safety, and appropriate crib and sleep spacing and arrangements. Provider's facility shall include secure space for confidential files to be kept locked on Provider's premises, and Provider shall ensure that all confidential files are kept locked in said secure space on Provider's premises. Provider shall maintain a working computer and email capability for the entire Term of this Agreement. Provider shall maintain and secure any property, including all equipment and materials, provided by HCDE, and all such property shall remain the sole property of HCDE. Provider agrees that upon termination or expiration of the Agreement, Provider shall return all HCDE property, including all equipment and materials provided by HCDE, to HCDE within thirty of days after the effective date of termination or expiration of this Agreement.
8. **Full Day/Full Year Early Head Start Child Care.** Provider shall operate a full-day/full-year EHS program as defined by HCDE and EHS and shall provide comprehensive child development services to all EHS children in its care pursuant to this Agreement and in accordance with the specifications identified in the Early Head Start rules and regulations. Provider shall provide EHS CC services at least ten (10) hours per day and at least 48 weeks per year. Provider shall submit annual service calendars to HCDE annually by June 30th of each year during the Term to enable HCDE to verify that the required

weeks of service are provided. Provider shall implement educational services in accordance with EHS and HCDE requirements.

9. **Health and Nutrition.** Provider shall enroll in the United States Department of Agriculture's Child and Adult Care Food Program ("CACFP"), maintain good standing within CACFP, and ensure that children receive two thirds of the required daily nutrition while participating in CACFP. Provider shall provide breakfast, lunch, and afternoon snack to all EHS children, and all meals and snacks served by Provider must meet EHS requirements.
10. **Home Visits; Parent-Teacher Conferences.** Provider shall make, at a minimum, two home visits per year for each EHS child served by Provider pursuant to this Agreement. Provider shall hold two parent-teacher conferences per year with each EHS enrolled family or primary guardian. Provider shall maintain adequate documentation of said home visits and parent-teacher conferences.
11. **Inspection.** Provider shall allow HCDE staff and its authorized representatives, at any time during normal business hours, with or without notice, to inspect Provider's facilities; observe Provider's performance; and observe, evaluate, screen, and interact with EHS children served by Provider pursuant to this Agreement.
12. **Insurance.** Provider is required to maintain General Liability Insurance coverage in an amount of \$300,000 per occurrence for negligence and to provide HCDE with copies of certificates of insurance. Certificates of Insurance, name and address of Provider, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE prior to commencement of any work under this Agreement and updated certificates of insurance shall be submitted to HCDE annually. The insurance company insuring Provider shall be licensed in the State of Texas and shall be acceptable to HCDE. Provider shall give HCDE a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Provider shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified herein. Upon request, certified copies of original insurance policies shall be furnished to HCDE. HCDE reserves the right to require additional insurance should HCDE deem additional insurance necessary, in HCDE's sole discretion.
13. **Parent and Community Engagement.** Provider will work closely with HCDE to ensure EHS parents are engaged and included in the full range of child development and family support services that are available and appropriate for each family. This will include a parent advisory committee with representation from partnership parents as well as members of the community, as appropriate. Provider will engage parents and the community to obtain non-federal shares that are reasonable and necessary for the accomplishment of EHS program objectives.
14. **Reporting and Recordkeeping.** For all EHS children served by Provider pursuant to this Agreement, Provider shall maintain up-to-date records of children's attendance, menus, medical conditions (including appropriate consent forms) and all other items required by HCDE, HHS, DFPS Child Care Licensing, CACFP, and any governmental authority or applicable funding agency. Provider shall maintain daily performance and attendance reports, signature sheets and other documents required by HCDE and shall submit such reports to the HCDE Accounts Payable Department on a semi-monthly basis no later than the 1st and 5th business day after the due date. Provider shall maintain annual service calendars and shall submit such service calendars to HCDE annually by June 30th of each year during the Term to enable HCDE to verify that the required weeks of service are provided.
15. **Solicitation of Parental Contributions Prohibited.** Provider shall not require or ask EHS parents to supply any items, including diapers, food, cash, and/or reimbursements for EHS children in Provider's care.

16. **Teaching Staff Credentials; Teacher-Child Ratio; Group Size.** Provider shall hire and employ qualified teachers and ensure all teaching staff attend all classes and complete all requirements necessary to obtain a Child Development Associate ("CDA") credential for Infant and Toddler Caregivers within twelve months from beginning services. The Lead Teacher in each EHS partnership classroom must have a currently active CDA credential for Infant and Toddler Caregivers or an equivalent credential that addresses comparable competencies. Provider shall maintain a teacher-child ratio of one teacher for every four children. No more than eight children will be placed in any one classroom in which EHS partnership children will be enrolled. Any substitute teachers hired and employed by Provider shall meet all requirements detailed herein.
17. **Training.** Provider will work with HCDE to develop professional development plans for all teachers working with EHS children, and to ensure access to professional development experiences that will foster the skills necessary to develop consistent, stable and supportive relationships with very young children, including trainings focused on increased knowledge of infant and toddler development, safety issues in infant and toddler care (e.g., reducing the risk of Sudden Infant Death Syndrome) and methods for communicating effectively with infants and toddlers, their parents and other staff members. Provider and Provider's staff shall participate in required orientation, ongoing training, and professional development as deemed necessary by HCDE and/or EHS.
18. **Performance.** Provider agrees to use best efforts to provide the service(s) subject to this Agreement. Provider shall employ only orderly and competent workers, skilled in the performance of the services which shall be performed under this Agreement. Provider, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE's property.
19. **Right to Use Name.** Provider hereby grants HCDE a non-exclusive right to use any of Provider's names, trademarks or logos, and copyrighted materials and to publish such.

ARTICLE III: RESPONSIBILITIES OF HCDE

1. **Administrative and Financial.** HCDE is responsible for ensuring that all administrative and financial management requirements of the EHS-CC grant are met. HCDE will provide financial and program management information to Provider on at least a quarterly basis and will work closely with Provider to establish a partnership budget.
2. **Assistance to Provider.** HCDE shall assist Provider in obtaining an EHS-CC curriculum that is evidence-based and developmentally appropriate for infants and toddlers; completing referrals for community agency assistance for EHS-CC families that need help or who are in crisis, assisting all enrolled EHS-CC families in attaining comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services; and assisting Provider's teachers in coordinating developmental, sensory, and behavioral screening and assistance with provision of follow-up services and assessments as mandated in the Head Start Performance Standards.
3. **Compliance Monitoring.** HCDE shall incorporate Provider into an EHS-CC compliance monitoring and improvement plan system.
4. **Early Head Start Plan.** HCDE shall be responsible for determining eligibility, recruitment, placement, and follow-up for EHS children. HCDE shall provide a plan to deliver ongoing supplemental services to EHS children and families. HCDE shall implement a recruitment plan and selection criteria to ensure the program enrolls children most in need in the community, namely: (1) children with disabilities, (2) families that receive child care subsidies, and (3) families eligible for public assistance.

5. **Disability Plans.** HCDE shall develop a disabilities service plan for each EHS enrolled child with a disability.
6. **Payment.** HCDE shall pay Provider the rate for the categories indicated in the chart below per day for each EHS child enrolled in Provider's EHS Child Care program, as evidenced by the attendance and enrollment records provided by Provider under this Agreement and verified, if necessary, by HCDE. The amount not to exceed **\$ 60,000.00**. All subsidy status changes must be reported immediately to HCDE. The Provider has 10 business days to inform the Assistant Director of Child Care Partnerships (ADCCP) in writing/email of student's status change. If status change is not reported by the 10th workday, invoice adjustments will not be made. Overpayments will be recouped via reduction in future payments.

Age of EHS child	Subsidized	Not subsidized
Infant (0-17 months)	\$ 18.00	\$ 35.00
Toddler (18-35 months)	\$ 15.00	\$ 28.00

HCDE shall enroll, pay the initial assessment fee(s), and monitor progress of Provider's teachers to take Infant-Toddler Child Development Associate Credential classes.

In accordance with Texas Government Code § 2251.021, payments are due to Provider within forty-five (45) days after the later of the following: (1) the date the performance of the service under the Agreement is completed; or (2) the date HCDE receives an invoice for the service. Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Provider receives the payment from HCDE. The exceptions to payments made by HCDE and/or Provider listed in Texas Government Code § 2251.002 shall apply to this Agreement.

7. **Reimbursements.** HCDE may reimburse Provider for the costs of expenses incurred by Provider in the course of gaining and/or maintaining compliance with EHS-CC program requirements and/or increasing the quality of Provider's EHS Child Care program. In order to receive reimbursement from HCDE, Provider must (1) obtain written approval of the expense from an authorized HCDE representative prior to Provider incurring the expense and (2) submit documentation of the expense (i.e., receipt, invoice, etc.) to HCDE. HCDE, in its sole discretion, may approve or disapprove Provider's request(s) for reimbursements under this Section.
8. **Training.** HCDE shall provide training to Provider prior to participation in the EHS Child Care program. HCDE shall provide Provider's EHS teachers with ongoing training, professional development plans, coaching, and mentoring, including providing technical assistance and training to Provider's teachers throughout the CDA credentialing process. Professional development plans will emphasize continuity of care and relational learning that supports EHS children and their families and fosters school readiness.

ARTICLE IV: TERM AND TERMINATION

1. **Term.** This Agreement is effective from August 1, 2019 through July 31, 2020. The Parties may renew this Agreement by written agreement for up to four (4) additional terms of no more than one (1) year increments. All services must be completed during the effective dates of the Agreement.
2. **Termination of Contract.** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of HCDE and Provider. In the event of a breach or default of the Agreement and/or the procurement solicitation by Provider, HCDE reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner

prescribed by law or deemed to be in the best interest of HCDE. HCDE further reserves the right to terminate the Agreement immediately in the event Provider fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or set by HCDE; (2) comply with EHS program requirements, HSPPS, HHS Standards, or DFPS Minimum Standards; (3) maintain all required licenses, certifications, permits, or other required documentation; or (4) otherwise perform in accordance with this Agreement and/or the procurement solicitation. HCDE also reserves the right to terminate the Agreement immediately, with written notice to Provider, if HCDE believes, in its sole discretion, that it is in the best interest of HCDE to do so. Provider agrees that HCDE shall not be liable for damages in the event that HCDE declares Provider to be in default or breach of this Agreement and/or the procurement solicitation. Provider further agrees that upon termination of the Agreement for any reason, Provider shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Provider.

ARTICLE V: GENERAL PROVISIONS

1. **Amendment.** No amendment of this Agreement shall be permitted unless first approved in writing by HCDE, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by HCDE's Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the HCDE Board of Trustees.
2. **Assignment of Agreement.** Provider may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Agreement by Provider shall be null and void. Any obligation, responsibility, or requirement imposed on Provider or HCDE property provided to Provider under this Agreement 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 HCDE. Provider is required to notify HCDE when any material change in operations occurs, including but not limited to, changes to or revocation of required licenses, certifications, permits, or other documentation necessary to perform this Agreement; bankruptcy; material changes in financial condition; change of ownership; and the like, within three (3) business days of such change.
3. **Captions.** The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
4. **Entire Agreement.** This Agreement, the procurement solicitation issued by HCDE, and Provider's proposal submitted in response to HCDE's procurement solicitation (RFP # 15/051YR-4), and the attached and incorporated addendum or exhibits, including, but not limited to Exhibit A, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Provider's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, or similar documents relating hereto and which may be issued by Provider after the Effective Date of this Agreement.
5. **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. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, 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 Agreement 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 Agreement.

6. **Force Majeure.** Neither HCDE or Provider shall be deemed to have breached any provision of this Agreement 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. The parties to this Agreement 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 shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of 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 Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, 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. Notwithstanding any other provision of this Agreement, in the event the Provider's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, HCDE shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HCDE's contractual, legal, or equitable rights.
7. **Non-Appropriation.** Notwithstanding any other provision of this Agreement or obligation imposed on HCDE by this Agreement, HCDE shall have the right to terminate this Agreement without default or liability to Provider resulting from such termination, effective as of the end of any fiscal year of HCDE or of HCDE's Early Head Start program, if it is determined by HCDE, in HCDE's sole discretion, that there are insufficient funds to extend this Agreement, in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. HCDE anticipates it will receive Early Head Start grant funds from the United States Department of Health and Human Services in an amount equal to the cost of services to be provided under this Agreement. Provider further acknowledges that federal funds will be used to make all payments and pay for all of HCDE's obligations under this Agreement and that this Agreement is subject to appropriation and approval of an Early Head Start Grant by the United States federal government for the specific purpose of providing Early Head Start services in east and northeast Harris County. Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent on HCDE receiving such funds. If HCDE does not receive sufficient funding to operate the Early Head Start program, HCDE may terminate this Agreement or reduce the scope of services provided under this Agreement, in HCDE's sole discretion, without penalty or further obligation to Provider, at any time upon written notice to Provider.
8. **Governing Law and Venue.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement must be brought in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.
9. **HCDE Property.** In the event of loss, damage, or destruction of any property owned by or loaned by HCDE that is caused by Provider or Provider's representative, agent, employee, contractor, or anyone under Provider's care, supervision, custody, and/or control, Provider shall indemnify HCDE and pay to HCDE the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Provider's receipt of written notice of HCDE's determination of the amount due. If Provider fails to make timely payment, HCDE may obtain such money from Provider by any

means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Provider by HCDE.

- 10. Indemnification.** PROVIDER SHALL INDEMNIFY AND HOLD HCDE HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF PROVIDER, PROVIDER'S EMPLOYEES, AGENTS, CONTRACTORS, OR ANYONE UNDER PROVIDER'S CARE, SUPERVISION, CUSTODY, OR CONTROL, IN CONNECTION WITH THIS AGREEMENT. Provider's obligations under this clause shall survive expiration or termination of this Agreement.
- 11. Interpretation.** Provider agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.
- 12. IRS W-9.** In order to receive payment under this Agreement, Provider shall have a current I.R.S. W-9 Form on file with HCDE.
- 13. No Agency or Endorsements.** HCDE 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 Agreement 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 HCDE and is 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 Provider or HCDE and any of Provider's agents. Provider agrees that HCDE has no responsibility for any conduct of any of Provider's employees, agents, representatives, contractors, subcontractors, or anyone under Provider's care, supervision, custody, or control.
- 14. Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

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

Let's Learn Christian Learning Center
Attention: Dornita Paul
1511 North Tenth Street,
Baytown, Texas 77520

Notice shall be deemed effective upon receipt. 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 or registered mail, return receipt requested.
- 15. Records Retention.** Provider shall maintain its records and accounts in a manner that shall assure a full accounting for all services provided by Provider under this Agreement. These records and accounts shall be retained by Provider and made available for audit by HCDE for a period of not less than two (2) years from the date of completion of the services, receipt of the goods, or the date of the receipt by HCDE of Provider's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Provider shall retain its records and accounts until such audit has been completed.

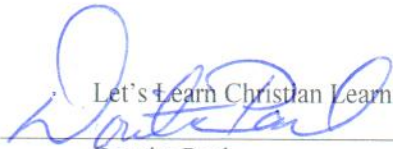
- 16. Right to Audit.** HCDE, upon written notice, shall have the right to audit all of Provider's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to HCDE in connection with the Agreement and shall be open to inspection and subject to audit and/or reproduction by HCDE or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of: (a) Provider's compliance with this Agreement and the requirements of the solicitation, (b) compliance with provisions for computing billings, attendance records, and other documents submitted to HCDE, and/or (c) any other matters related to this Agreement.
- 17. Safety.** Provider, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by HCDE, EHS, or HHS. In case of conflict, the most stringent safety requirements shall govern. Provider shall comply with all other safety guidelines and standards as required by HCDE. Provider shall indemnify and hold HCDE harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Provider's obligations under this provision.
- 18. 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.
- 19. Subcontractors.** If Provider uses subcontractors in the performance of any part of this Agreement, Provider shall be fully responsible to HCDE for all acts and omissions of the subcontractors just as Provider is responsible for Provider's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between HCDE and any such subcontractor, nor shall it create any obligation on the part of HCDE to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.
- 20. Taxes.** HCDE is tax-exempt, and HCDE shall not pay taxes for goods and/or services provided under this Agreement. Provider represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Provider or its employees. HCDE shall not be liable for any taxes resulting from this Agreement.
- 21. Tax Responsibilities of Provider and Indemnification for Taxes.** Provider and all subcontractor(s) of Provider shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Provider and all subcontractors of Provider. Provider shall require all subcontractors to hold HCDE harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Provider.
- 22. Third Parties.** Neither this Agreement, nor any provision or term hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereto.
- 23. Waiver.** 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 Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

IN WITNESS HEREOF, HCDE and Provider have executed this Agreement to be effective on the date specified in Article IV, 1. Term, above.

Harris County Department of Education

James Colbert, Jr.
County School Superintendent

Date


Let's Learn Christian Learning Center
Dornita Paul

Dornita Paul
Printed Name

Owner / Director
Title

5-24-19
Date

Regular Board Meeting**7.E.****Meeting Date:** June 19, 2019**Title:** ABS East Security Upgrade**Submitted For:** Richard Vela, Facilities**Submitted By:** Julie Carson**Recommended Action:****HCDE Goal(s):****Additional Resource****Facilities/Technology****Personnel:****Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval of contract with Quality Security Systems (RFP # 15/037JN-07) in the amount of \$61,265.63 to provide security camera upgrades at the ABS East campus.

Subject:

Consider approval of contract with Quality Security Systems (RFP # 15/037JN-07) in the amount of \$61,265.63 to provide security camera upgrade in the ABS East school.

Rationale:

Consider approval of the ABS East Security Camera Upgrade using Choice Vendor Quality Security Systems (RFP # 15/037JN-07) in the amount of \$61,265.63.

This upgrade will replace thirty-two (32) obsolete cameras and adding ten (10) additional cameras. This will help to increase coverage and enhance security at Harris County Department of Education ABS East campus.

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

Attachments

Proposal

RS means

QSS Contract

Form Review**Inbox**

Purchasing Alternate

Purchasing

Assistant Superintendent - Business

Form Started By: Julie Carson

Final Approval Date: 06/04/2019

Reviewed By

Yaritza Roman

Bill Monroe

Jesus Amezcua

Date

06/03/2019 10:21 AM

06/03/2019 10:37 AM

06/04/2019 09:44 AM

Started On: 05/28/2019 12:50 PM



**** Proposal ****

5/16/2019

Project Number: 1461

For :

HARRIS COUNTY-EAST

Hcde Camera Sys Abc East I3

Quality Security Systems
220 Barren Springs Drive Ste #4
Houston, Tx 77090
281-820-9650 Fax 281-820-9797

HARRIS COUNTY-EAST
Richard Vela
6300 IRVINGTON
HOUSTON, TX 77022

HARRIS COUNTY-EAST
Richard Vela
6300 IRVINGTON
HOUSTON, TX 77022

Tel: 713-694-6300

Fax: 713-696-0733

Tel: 713-694-6300

Mfr-Part No.	Qty	Description	Unit Price	Extended
I3INTERNA-U3	1	SRX Pro 3U, 0 IP, SSD, 1TB, SBB41 Xeon		
I3INTERNA-HDD12	1	12TB WD Ultrastar Hard Drive		
I3INTERNA-10TB-EX C	1	1TB Exchange For 10TB WD Gold Hard Drive		
I3INTERNA-S243	2	24 Port PoE 1Gb N/W Switch + 2-Port Gb		
I3 International-IPP-PI	42	SRX Upg IP 1Ch SW Pre-instl SW for Additional IP ChannelsSRX Upg		
I3INTERNA-AX75RM V2	42	4MP 3-10.5 mm Motorized Dome+Audio		
I3 International-DB60	10	DB60 Wallmount Goose Neck Camera Bracket		
WINCITWIR-555610	9000	White Cat5e Plenum		
QSS-MISC	1	MISC HARDWARE CONDUIT,BOXES, FLEX,TAPE & CABLE TIES.		

Qss To Provide

Please Refer To The Quotation Number When Placing Your
Order.

Note Pricing Per HCDE Choice Partners Contract # 15/037JN-07

1) Qss To Provide Equipment Listed Above, Programming &
Testing.

All Materials Warranty One Year (1).
Labor Warranty (90) Days From Date Of Completion
Estimator Signature: Pate Muse
Date: 5/09/2019
I/we Pate L. Muse Agree To The Above Costs And Specifications
And Authorize The Work To Be Done As Outlined Above,
Provided By Quality Security Systems.

Customer To Provide.

- 1: Terms: 50% Down Balance Progressed bill.
- 2: Terms Of Payment Are Net (30) Days From The Date Of Invoice.
- 3: A Late Fee Of 1- 1/2% Will Be Charged For Any Unpaid Balance Over Thirty (30) Days.
- 4: Freight Is F. O. B. Houston, Texas.
- 5: Estimated Delivery Is 30 Days A. R. O.
- 6: Customer to provide assistance with network.
7. Customer to provide all Conduit and Sleeves if Needed.
8. Customer to provide AC Power Where Needed.

Materials Are Invoiced Based Upon The Materials Delivered Or Stored. Labor Is Invoiced Monthly Based Upon The % Of Labor Completed.

Customer Signature:_____
(signature Acknowledges Authority To Financially Obligate Company.)

Date:_____

This Estimate With Prices Is Valid 30 Days.

Equipment Subtotal	43,278.97
Installation Subtotal	17,686.66

This ** Proposal ** is Valid for 30 Days.
Freight: 300.00

Shipping & Handling: \$ 300.00

Signature: _____ Date: _____

Project Total: \$ 61,265.63

Quality Security Systems

HCDE ABC EAST Camera Upgrade

7703 S Loop 610 E
HOUSTON TX

Data Release : Year 2019 Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Data Release	CCI Location	Notes
42	282323500400	Video surveillance cameras, internet protocol (IP) network, day/night, color, includes power supply	Ea.	\$ 67,243.68	Year 2019	TEXAS / HOUSTON (770-772)	Cameras, Licences, Mounts,
1	280519110400	Digital video recorder, pentaplex hybrid, internet protocol, and hard drive, 16 channel	Ea.	\$ 4,685.59	Year 2019	TEXAS / HOUSTON (770-772)	NVR, Storage
2	282323500220	Video surveillance camera accessories, multiple camera video recorder	Ea.	\$ 4,091.48	Year 2019	TEXAS / HOUSTON (770-772)	POE Switch
12	271513137214	Unshielded twisted pair (UTP) cable, stranded, PVC jacket, #24, 4 pair, category 5e	C.L.F.	\$ 1,123.56	Year 2019	TEXAS / HOUSTON (770-772)	
36	280505101060	Video camera, electrical demolition, remove	Ea.	\$ 2,638.80	Year 2019	TEXAS / HOUSTON (770-772)	

Subtotal w/ 1.0 coefficient

Discount Specific to this project

Total

\$ 79,783.11

\$18,517.48

\$61,265.63



HARRIS COUNTY DEPARTMENT OF EDUCATION
CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐ Assistant Superintendent ☒

SECTION 1 – CONTRACT INFORMATION			
Funding Division Facilities	Today's Date 5/29/19	# Original Contracts 1	Expenditure/Revenue Budget Account Code (20 digits) 19998160199087 66290000
Contracting Party Quality Security	RFP # (if applicable) 15/037Jn-07	Is Contracting Party an Employee of HCDE? If yes, which division? X <input type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: HCDE Camera System Upgrade at ABS East			
Type of Contract Job Order Contract	Contract Fiscal Year 2018-2019	HCDE Contract? Yes (HCDE Contract)	Term From: 6/19/2019 To: 8/30/2019
SECTION 2 – CONTRACT TYPE			
Expenditure contract greater than, or equal to \$50,000 (Needs Board Approval)			Amount: \$61,265.63
SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY			
The Board has approved entering into this contract for political/lobbying services. <input checked="" type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes – Click here to enter a date			
SECTION 4 – CONTRACT REVIEW CHECKLIST			
<input type="checkbox"/> This contract was previously reviewed by HCDE attorney (Note that all templates have been reviewed by attorney) – Skip to Section 5			
<input type="checkbox"/> 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.			
<input type="checkbox"/> This contract was reviewed by Purchasing.			
<input type="checkbox"/> This contract was reviewed by Technology _____ (initials)			
<input checked="" type="checkbox"/> This contract was reviewed by Facilities _____ JMC _____ (initials)			
SECTION 5 – REQUIRED 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. Acknowledge by checking box and signing below.			
Employee Completing this form Julie Carson	Date 5/6/2019	Funding Division Director <input type="checkbox"/> _____	Date 5/30/19
Submit a two-part NCR copy to Purchasing along with the signed original contracts			

RECEIVED
PURCHASING DEPT.
MAY 31, 2019 PM 4:04

FOR PURCHASING DIVISION USE ONLY:	
Contract Reviewer:	Date:
<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 type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input type="checkbox"/> Signed by Assistant Superintendent Date: _____
<input type="checkbox"/> Board Information Item Date: _____	<input type="checkbox"/> Returned to Division or: _____
<input 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 type="checkbox"/> Expenditure Contract (For Approval Only) Date: _____	
NOTES:	

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 Quality Security Systems, Inc. ("Contractor"), whose main office address is 220 Barren Springs Drive, Ste #4, Houston, Texas 77090 for Job Order Contracting Services, effective as of May 28th, 2019(date).

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 # 15/037JN-07, 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 Quality Security Systems 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 #15/037JN-07, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract #15/037JN-07, 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 into 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 #15/037JN-07.

1.8 The term "**Coefficient Multiplier**" means the numerical factor required to be applied pursuant to Contractor's award under Choice Partners Contract #15/037JN-07 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 June 19th, 2019, (date) through August 31st, 2019(date). 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

2.2 **Contract.** This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.3 **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 six (6) months term is \$61,265.63. 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.

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.

- 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, Richard Vela, 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 ensure 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 safety data sheets (SDS) 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 SDS 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 thirty (30) days of receipt of invoice. If payment is later than forty-five (45) days, interest will be set no higher than six percent (6%) per annum. 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 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 five percent (5%) of the estimated amount until final completion and acceptance of all Work performed under the Job Order. 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.

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.

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 affect 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
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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) within ten (10) days of 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 (HCDE) 6300 Irvington, Houston, Texas 77022, upon request current certificates of insurance

evidencing insurance coverage carried by such subcontractors.

- 19.7 Mail the original certificate of insurance to:

Julie Carson
Harris County Department of
Education
6005 Westview Dr.
Houston, Texas 77055

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 writing 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 provisions(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 deliver 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: HCDE 6300 Irvington, Houston, Texas 77022

24.2.2 With Copies to: Richard Vela / Executive Director of Facilities/6005 Westview, Houston, Texas 77055

24.2.3 If to Contractor: Quality Security Systems, Inc.(Company Name)
220 Barren Springs Drive (Address)
Houston, Texas 77022 (City, State, Zip Code)
Pate Muse (Contact Person)

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 # 15/037JN-07, including any addenda thereto;
- g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract #15/037JN-07.

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.

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above.

OWNER

By: Harris County Department of Education

Name: _____

Title: _____

Date

CONTRACTOR

By: Quality Security Systems, Inc.

Name:  _____

Title: President

5/28/19
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 Quality Security Systems, Inc. (Job Order Contractor) dated May 28th, 2019 and shall become part of the Contract upon execution by Owner. 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: The agreed Work shall include: all labor, equipment and materials as set forth in the JOC proposal attached hereto as Exhibit A; dated May 16th, 2019; Job #1461

HARRIS COUNTY – EAST / HCDE CAMERA SYS

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 the parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be \$0.00/day. The Date of Commencement is June 19th, 2019; the date on which both parties duly execute this Job Order or will be fixed in a Notice to Proceed issued by the Owner. The date of completion is: August 31st, 2019.

Owner and Job Order Contractor shall agree, in writing, on the scheduled phases of work as required by Section 8.1.1 of the Master Contract within ten (10) working days of execution of the Master Contract, such writing shall become a part of the Attachment A upon execution by the Owner and Job Order Contractor.

3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) HCDE's ABS East location
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$61,265.63 as specified in the Job Order Proposal attached hereto as Exhibit 1.
5. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any completed Work under this Job Order is: Joe Carreon – Construction Director

AUTHORIZED AND ACCEPTED:

JOB ORDER CONTRACTOR/Quality Security Systems #15/037JN-07

By: Quality Security Systems

Date:

5/28/19

Name:

Title:

President

OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION

By: Harris County Department of Education

Date:

Name:

Title:

EXHIBIT A: Contractor's Job Order Proposal
Quality Security Systems #15/037JN-07
Dated May 16th, 2019



Quality Security Systems
220 Barren Springs Drive Ste #4
Houston, Tx 77090
281-820-9650 Fax 281-820-9797

HARRIS COUNTY-EAST
Richard Vela
6300 IRVINGTON
HOUSTON, TX 77022

Tel: 713-694-6300

Fax: 713-696-0733

**** Proposal ****

5/16/2019

Project Number: 1461

For :
HARRIS COUNTY-EAST
Hcde Camera Sys Abc East I3

HARRIS COUNTY-EAST
Richard Vela
6300 IRVINGTON
HOUSTON, TX 77022

Tel: 713-694-6300

Mfr-Part No.	Qty	Description	Unit Price	Extended
I3INTERNA-U3	1	SRX Pro 3U, 0 IP, SSD, 1TB, SBB41 Xeon		
I3INTERNA-HDD12	1	12TB WD Ultrastar Hard Drive		
I3INTERNA-10TB-EX C	1	1TB Exchange For 10TB WD Gold Hard Drive		
I3INTERNA-S243	2	24 Port PoE 1Gb N/W Switch + 2-Port Gb		
I3 International-IPP-PI	42	SRX Upg IP 1Ch SW Pre-instl SW for Additional IP ChannelsSRX Upg		
I3INTERNA-AX75RM V2	42	4MP 3-10.5 mm Motorized Dome+Audio		
I3 International-DB60	10	DB60 Wallmount Goose Neck Camera Bracket		
WINCITWIR-555610	9000	White Cat5e Plenum		
QSS-MISC	1	MISC HARDWARE CONDUIT,BOXES, FLEX,TAPE & CABLE TIES.		

Qss To Provide

Please Refer To The Quotation Number When Placing Your
Order.

Note Pricing Per HCDE Choice Partners Contract # 15/037JN-07

1) Qss To Provide Equipment Listed Above, Programming &
Testing.

All Materials Warranty One Year (1).
Labor Warranty (90) Days From Date Of Completion
Estimator Signature: Pate Muse
Date: 5/09/2019
I/we Pate L. Muse Agree To The Above Costs And Specifications
And Authorize The Work To Be Done As Outlined Above,
Provided By Quality Security Systems.

Customer To Provide.

- 1: Terms: 50% Down Balance Progressed bill.
- 2: Terms Of Payment Are Net (30) Days From The Date Of Invoice.
- 3: A Late Fee Of 1- 1/2% Will Be Charged For Any Unpaid Balance Over Thirty (30) Days.
- 4: Freight Is F. O. B. Houston, Texas.
- 5: Estimated Delivery Is 30 Days A. R. O.
- 6: Customer to provide assistance with network.
7. Customer to provide all Conduit and Sleeves if Needed.
8. Customer to provide AC Power Where Needed.

Materials Are Invoiced Based Upon The Materials Delivered Or Stored. Labor Is Invoiced Monthly Based Upon The % Of Labor Completed.

Customer Signature: _____
(signature Acknowledges Authority To Financially Obligate Company.)

Date: _____

This Estimate With Prices Is Valid 30 Days.

Equipment Subtotal	43,278.97
--------------------	-----------

Installation Subtotal	17,686.66
-----------------------	-----------

This ** Proposal ** Is Valid for 30 Days.

Freight: 300.00

Shipping & Handling: \$ 300.00

Signature: _____ Date: _____

Project Total: \$ 61,265.63

Quality Security Systems

HCDE ABC EAST Camera Upgrade

7703 S Loop 610 E
HOUSTON TX

Data Release : Year 2019 Unit Cost Estimate

Quantity	Line Number	Description	Unit	Ext. Total O&P	Data Release	CCI Location	Notes
42	282323500400	Video surveillance cameras, internet protocol (IP) network, day/night, color, includes power supply	Ea.	\$ 67,243.68	Year 2019	TEXAS / HOUSTON (770-772)	Cameras, Licences, Mounts,
1	280519110400	Digital video recorder, pentaplex hybrid, internet protocol, and hard drive, 16 channel	Ea.	\$ 4,685.59	Year 2019	TEXAS / HOUSTON (770-772)	NVR, Storage
2	282323500220	Video surveillance camera accessories, multiple camera video recorder	Ea.	\$ 4,091.48	Year 2019	TEXAS / HOUSTON (770-772)	POE Switch
12	271513137214	Unshielded twisted pair (UTP) cable, stranded, PVC jacket, #24, 4 pair, category 5e	C.L.F.	\$ 1,123.56	Year 2019	TEXAS / HOUSTON (770-772)	
36	280505101060	Video camera, electrical demolition, remove	Ea.	\$ 2,638.80	Year 2019	TEXAS / HOUSTON (770-772)	

Subtotal w/ 1.0 coefficient \$ 79,783.11
Discount Specific to this project \$18,517.48
Total \$61,265.63

ATTACHMENT B

OWNER'S ADOPTED PREVAILING WAGE RATES

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

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.

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, \$50 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.

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
March 1, 2018
Texas Gulf Coast Area

Classification	Hourly Rate
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.16
Insulators	\$15.16
Ironworkers	\$18.14
Laborers, General	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.53
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$25.70
Plumbers	\$25.50
Roofers	\$18.80
Sheet Metal Workers	\$20.48
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc., in strict accordance with the Texas Government Code, Chapter 225B.

**Prevailing Wage Rates
Worker Classification Definition Sheet**

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Cabinetmaker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who finish, trowels and finishes concrete.
Data Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceiling.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems & HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Gazier	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-hoe, back-filler, power equipped shovel, wheel trucks, all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, box plane, building elevator, form, vibrator, concrete mixer (less than 1400), conveyor.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levellers, hydraulic lifts & chain pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatics tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, tubs, and related work.
Rofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felt, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & installs ceramic tiles to these surfaces.
Waterproofing / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Quality Security Systems
Houston, TX United States

Certificate Number:
2019-496391

Date Filed:
05/28/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Harris County Department of Education

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

15/037JN-07
Camera System Upgrade

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



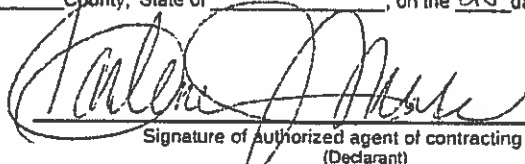
6 UNSWORN DECLARATION

My name is Earlene J. Muse, and my date of birth is 01/06/1959.

My address is 220 Barren Springs Dr Ste #4, Houston, Tx, 77090, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 28 day of May, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

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▲ ALERT: June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

▲ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/15/2019, from 8:00 AM to 1:00 PM (EDT).

▲ ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Search Results

Current Search Terms: Quality Security Systems*

Total records:0

Result Page:

[Save PDF](#)

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Sort by **Relevance** ▼ Order by **Descending** ▼

Your search for Quality Security Systems* returned the following results...

No records found.

Result Page:

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HPM-P-20190305-1348
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Regular Board Meeting**7.F.**

Meeting Date:	June 19, 2019		
Title:	ABS East Intercom and Access Controls		
Submitted For:	Richard Vela, Facilities	Submitted By:	Julie Carson
Recommended Action:		HCDE Goal(s):	
Additional Resource		Facilities/Technology	
Personnel:		Approval Needed?:	

Information**Posted Agenda Item:**

Consider approval of contract with Quality Security Systems (RFP # 15/037JN-07) in the amount of \$100,083.98 to install a new system of intercom and access control at the ABS East campus.

Subject:

Consider approval of contract with Quality Security Systems (RFP # 15/037JN-07) in the amount of \$100,083.98 to install a new system of intercom and access control in the ABS East campus.

Rationale:

Consider approval of the ABS East intercom and access control project using Quality Security Systems (RFP # 15/037JN-07). This campus currently does not have access control. This project involves the installation of an AI home (video intercom) at the gate entrance and four additional entries into the campus. This project would provide additional security to Harris County Department of Education ABS East campus's employees and students.

Fiscal Impact

Included in FY budget Y/N::	Y
Included in current budget amendment::	

Attachments

quote
RS Means
site plan
QSS Contract ABS East

Form Review

Inbox	Reviewed By	Date
Purchasing Alternate	Yaritza Roman	06/03/2019 10:49 AM
Purchasing	Bill Monroe	06/03/2019 11:05 AM
Assistant Superintendent - Business	Jesus Amezcua	06/04/2019 09:44 AM
Form Started By: Julie Carson		Started On: 05/28/2019 01:53 PM
Final Approval Date: 06/04/2019		



**** Proposal ****

5/28/2019

Project Number: 1452

For :

HARRIS COUNTY-EAST

Intercom And Access Control

Quality Security Systems
220 Barren Springs Drive Ste #4
Houston, Tx 77090
281-820-9650 Fax 281-820-9797

HARRIS COUNTY-EAST
Richard Vela
6300 IRVINGTON
HOUSTON, TX 77022

HARRIS COUNTY-EAST
Richard Vela
6300 IRVINGTON
HOUSTON, TX 77022

Tel: 713-694-6300

Fax: 713-696-0733

Tel: 713-694-6300

Mfr-Part No.	Qty	Description	Unit Price	Extended
QSS-CADDESIGN	1	CAD DESIGNS & PERMITS		
VANINDUST-VRCNX-A	1	Reader Controller with Backplate		
SCHLAGE-PS902	5	Base Power Supply (2A @ 12/24 VDC- field selectable)		
ADI-SMP3ET	4	Power Supply Charger, BC100 Enclosure, includes TP1640 6/12/24V		
SCHLAGE-MT11	4	Multi-Technology Reader û Mullion Mount		
SCHLAGE-MT15	1	Multi-Technology Reader û Wall Mount		
VANINDUST-WRI-400	5	Outdoor Wireless Reader		
Vanderbilt-PIM400-485-SMS	2	Panel Interface Module for AD-400 Series w/SMS		
ADI-IX-DVF	3	IP Video Door Station, SIP Compatible, Vandal Resistant, Flush M		
ADI-SBX-IDVF	3	Stainless Steel Surface Mount Box for IS-SS/IS-DVF/IS-IPDVF/IX-D		
ADI-IX-MV7-B	1	IP Video Master Station, SIP Compatible, with 7" Touchscreen, BI		
ADI-RY-IP44	2	Input/Output Network Adaptor Relay		
ADI-W-DIN11	2	DIN Rail Mounting Bracket		
ADI-PS-1208UL	2	12V DC Power Supply, 0.8A, UL Listed		
ADI-TPE-TG80G	2	8-Port Gigabit GREENnet PoE+ Switch		
SCHLAGE-788-18	4	18" x 3/8" Armored Door Cord - less wires		
TEXLOC&DO-040061-00-CON	4	Qel Conversion Kit with Con For 99 Rim Device		
THC-PS042	1	Standard Steel Gooseneck Pedestal - 42 inch w/base bolt cover		
THC-PED-12-EXT-1	1	12 inch Pedestal Extension Black Powder Coated		
THC-PCH091	1	7ö x 13ö x 4ö Housing, Black		
QSS-MISC	1	MISC HARDWARE CONDUIT,BOXES, FLEX,TAPE & CABLE TIES.		
WINCITWIR-665610-110DB	1000	Cat5e Direct Burrial		
WINCITWIR-714410VNQ	1000	18-06 OAS STR DB TC Quad		

Mfr-Part No.	Qty	Description	Unit Price	Extended
WINCITWIR-727110V NQ	1000	18-02 UNS STR DB TC Quad		
WINCITWIR-0023450	1000	18-04 OAS STR CMP Pur Jkt		
WINCITWIR-442351-50	1000	18-06 OAS STR CMP Pur Jkt		
WINCITWIR-555610	1000	White Cat5e Plenum		
WINCITWIR-0023250	1000	18-02 OAS STR CMP Pur Jkt		

QSS-SERVICE	1	Bonding		
QSS-SERVICE	1	To Chnage Out Doors And Frames Front Entrance Tinted Insulated Glass Lcn Closures, And Sweeps 10x8 Storefront Bronze		
QSS-SERVICE	1	To Change Out Doors And Frames Cafe Entrance Tinted Insulated Glass Lcn Closures,And Sweeps 6x9 Storefront Bronze		
QSS-SERVICE	1	To Change Out Doors And Frames Front Employee Entrance Insulated Glass Lcn Closures,And Sweeps 10x9 Storefront Bronze		
QSS-SERVICE	1	To Change Out Single Door Only Rear Employee Entrance Insulated Glass Lcn Closures,And Sweeps 3x7 Door Bronze		
QSS-SERVICE	1	To Install two 1ø conduits from the ceiling inside the cafeteria the wall where they will tie into the directional bore going over to the pedestal.		

Qss To Provide

Please Refer To The Quotation Number When Placing Your Order.

Note Pricing Per HCDE Choice Partners Contract # 15/037JN-07

1) Qss To Provide Equipment Listed Above, Programming & Testing.

All Materials Warranty One Year (1).
Labor Warranty (90) Days From Date Of Completion
Estimator Signature: Pate Muse
Date: 4/24/2019
I/we Pate L. Muse Agree To The Above Costs And Specifications
And Authorize The Work To Be Done As Outlined Above,
Provided By Quality Security Systems.

Customer To Provide.

- 1: Terms: 50% Down Balance Progressed bill.
- 2: Terms Of Payment Are Net (30) Days From The Date Of Invoice.
- 3: A Late Fee Of 3 % Will Be Charged For Any Unpaid Balance Over Thirty (30) Days.
- 4: Freight Is F. O. B. Houston, Texas.
- 5: Estimated Delivery Is 30 Days A. R. O.
- 6: Assistance With the Network
- 7: All Ac Power Where Needed.
- 8: Customer To Key All New Doors To The Desired HCDE Key.
- 9: Customer To Provide All Cad Drawings For Building.

Materials Are Invoiced Based Upon The Materials Delivered Or Stored. Labor Is Invoiced Monthly Based Upon The % Of Labor Completed.

Customer Signature:_____
 (signature Acknowledges Authority To Financially Obligate Company.)

Date:_____

This Estimate With Prices Is Valid 30 Days.

Equipment Subtotal	84,179.56
Installation Subtotal	15,404.42

This ** Proposal ** is Valid for 30 Days.
 Freight: 500.00

Shipping & Handling: \$ 500.00

Signature: _____ Date: _____

Project Total: \$ 100,083.98

Quality Security Systems

HCDE ABC EAST

Access Controls

Data Release : Year 2019 Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Data Release	CCI Location	Notes
5	281511110200	Access control, proximity card reader	Ea.	\$ 885.00	Year 2019	TEXAS / HOUSTON (770-772)	Card Readers
1	281511110200	Performance Bond, for buildings, maximum	Job	\$ 22.10	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
1	281511110200	Work space, not available, add, modifications to total project cost summaries	Project	\$ 44.25	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 012155501400]
1	281511110200	Permits rule of thumb, most cities, maximum	Job	\$ 17.70	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]
1	281511110080	Access control, card type, computerized card key system for 4 doors, does not inculde door hardware, lockset or wiring	Ea.	\$ 2,775.00	Year 2019	TEXAS / HOUSTON (770-772)	Vrcnx-a supports 16 Doors
1	281511110080	Performance Bond, for buildings, maximum	Job	\$ 69.38	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
1	281511110080	Work space, not available, add, modifications to total project cost summaries	Project	\$ 138.75	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 012155501400]
1	281511110080	Permits rule of thumb, most cities, maximum	Job	\$ 55.50	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]
11	281511190360	Scanner/reader access control, power supply/transfer, 110V to 12/24V	Ea.	\$ 4,406.60	Year 2019	TEXAS / HOUSTON (770-772)	Power Supply
1	281511190360	Performance Bond, for buildings, maximum	Job	\$ 110.22	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
1	281511190360	Work space, not available, add, modifications to total project cost summaries	Project	\$ 220.33	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 012155501400]
1	281511190360	Permits rule of thumb, most cities, maximum	Job	\$ 88.11	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]
7	281511110100	Access control, processor for card key access system	Ea.	\$ 7,700.00	Year 2019	TEXAS / HOUSTON (770-772)	WRI-400 and PIM-400-485
1	281511110100	Performance Bond, for buildings, maximum	Job	\$ 192.50	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
1	281511110100	Work space, not available, add, modifications to total project cost summaries	Project	\$ 385.00	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 012155501400]
1	281511110100	Permits rule of thumb, most cities, maximum	Job	\$ 154.00	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]

1	013113200180	Field personnel, project manager, minimum	Week	\$	3,300.00	Year 2019	TEXAS / HOUSTON (770-772)	Programming or lock, interface module, reader controller, and outdoor wireless reader.
4	271513138204	Multipair cable, unshielded non-plenum, 300 V PVC jacket, #18, 4 pair	C.L.F.	\$	1,058.16	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513138204	Performance Bond, for buildings, maximum	Job	\$	26.46	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
1	271513138204	Work space, not available, add, modifications to total project cost summaries	Project	\$	52.91	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 012155501400]
1	271513138204	Permits rule of thumb, most cities, maximum	Job	\$	21.16	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]
7	271513138206	Multipair cable, unshielded non-plenum, 300 V PVC jacket, #18, 6 pair	C.L.F.	\$	2,687.30	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513138206	Performance Bond, for buildings, maximum	Job	\$	67.18	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
	271513138206	Work space, not available, add, modifications to total project cost summaries	Project	\$	134.37	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 012155501400]
1	271513138206	Permits rule of thumb, most cities, maximum	Job	\$	53.75	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]
3	275119102200	Intercommunication remote station, excl rough-in wires, cables & conduits	Ea.	\$	844.44	Year 2019	TEXAS / HOUSTON (770-772)	
1	275119102200	Performance Bond, for buildings, maximum	Job	\$	21.09	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
	275119102200	Work space, not available, add, modifications to total project cost summaries	Project	\$	42.24	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 012155501400]
1	275119102200	Permits rule of thumb, most cities, maximum	Job	\$	16.89	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]
1	275119102020	Intercommunication master station, 10 station capacity, excl rough-in wires, cables & conduits	Ea.	\$	1,780.84	Year 2019	TEXAS / HOUSTON (770-772)	
1	275119102020	Performance Bond, for buildings, maximum	Job	\$	44.52	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
	275119102020	Work space, not available, add, modifications to total project cost summaries	Project	\$	89.04	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 012155501400]
1	275119102020	Permits rule of thumb, most cities, maximum	Job	\$	35.61	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]
								Added because the is no pricing for item in rs means
2	TPE-TG80G	8-Port Gigabit GREENnet PoE+ Switch	Ea.	\$	670.02	Year 2019	TEXAS / HOUSTON (770-772)	
2	RY-IP44	Input/Output Network Adapter Relay	Ea.	\$	1,537.62	Year 2019	TEXAS / HOUSTON (770-772)	

3	IX-DVF	Stainless Steel Surface Mount Box Intercom	Ea.	\$	913.23	Year 2019	TEXAS / HOUSTON (770-772)	
2	W-DIN11	DIN Rail Mounting Bracket	Ea.	\$	227.22	Year 2019	TEXAS / HOUSTON (770-772)	
4	788-18	18" x 3/8" Armored Door Cord - less wires	Ea.	\$	705.08	Year 2019	TEXAS / HOUSTON (770-772)	
4	040061-00-CO	Qel Conversion Kit with Con For 99 Rim Device	Ea.	\$	4,228.76	Year 2019	TEXAS / HOUSTON (770-772)	
7	271513137214	Unshielded twisted pair (UTP) cable, stranded, PVC jacket, #24, 4 pair, category 5e	C.L.F.	\$	655.41	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
1	271513137214	Performance Bond, for buildings, maximum	Job	\$	16.39	Year 2019	TEXAS / HOUSTON (770-772)	
		Work space, not available, add, modifications to total project cost summaries						[Adjusted by 012155501400]
1	271513137214	Permits rule of thumb, most cities, maximum	Project	\$	32.77	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513137214		Job	\$	13.10	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]
6	271513138202	Multipair cable, unshielded non-plenum, 300 V PVC jacket, #18, 2 pair	C.L.F.	\$	963.06	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513138202	Performance Bond, for buildings, maximum	Job	\$	24.08	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
		Work space, not available, add, modifications to total project cost summaries						[Adjusted by 012155501400]
1	271513138202	Permits rule of thumb, most cities, maximum	Project	\$	48.15	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513138202		Job	\$	19.26	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 014126500100]
1	THC-PS042	Standard Steel Gooseneck Pedestal - 42 inch w/base bolt cover	Ea.	\$	277.43	Year 2019	TEXAS / HOUSTON (770-772)	
1	PED-12-EXT	12 inch Pedestal Extension Black Powder Coated	Ea.	\$	189.23	Year 2019	TEXAS / HOUSTON (770-772)	
1	THC-PCH091	7 x 13 x 4 Housing, Black	Ea.	\$	291.83	Year 2019	TEXAS / HOUSTON (770-772)	
30	017413200050	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	\$	920.70	Year 2019	TEXAS / HOUSTON (770-772)	
1	017413200050	Performance Bond, for buildings, maximum	Job	\$	23.02	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 013113900100]
4	013113200180	Field personnel, project manager, minimum	Week	\$	10,700.00	Year 2019	TEXAS / HOUSTON (770-772)	

Subtotal w/ 1.0 Coefficient
Discount Specific to this project
Total

\$
49,996.76
\$774.23
\$49,222.53

ABS East
 7703 S Loop E.
 Houston, TX 77012
 5/23/2019

Data Release : Year 2019 Quarter 2

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
100	260533140240	Electric metallic tubing, 1" diameter, to 10' high, includes 11 couplings per 100'	Ea.	\$ 429.00	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533140240	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$ 48.80	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
30	260533140540	Rigid galvanized steel conduit, 1" diameter, to 10' high, includes 11 couplings per 100'	Ea.	\$ 386.70	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533140540	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$ 32.47	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
4	260533252300	Conduit fittings for rigid galvanized steel, LB, LR or LL fittings & covers, 1" diameter	Ea.	\$ 244.16	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533252300	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$ 36.78	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	

Job Description: ABS East Acces Control: Electrical Page 2

1	260533252300	Labor adjustment factor (electrical), add to labor for elevated installation (above floor level), 15' to 19.5' high	Ea.	\$	36.78	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
2	260533950130	Hole drilling, concrete wall, 8" thick, 1" pipe size, to 10' high	Ea.	\$	118.24	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533950130	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$	21.01	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533950130	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$	21.01	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
200	330507231000	Horizontal boring, small diameter boring, sandy soil, 3", includes casing only, 100' minimum, excludes jacking pits or dewatering	Ea.	\$	5,466.00	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	330507231000	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$	49.60	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	

RS Means Unit Cost Total **\$ 6,890.55**
 Total With Coefficient 1.0 **\$ 6,890.55**
 Additional 15% Discount Good For Current Project Only. **\$ (1,012.91)**
 Sub-Total **\$ 5,877.64**
 2% Bond (Any Additional Pass Through Cost) **\$ 117.55**
Total Project Cost \$ 5,995.19

Vendor Name: Quality Security Systems
 Job Description: Glass Doors Replacement
 Choice Partners # 15/037JN-07
 ABS East

7703 S Loop E.
 Houston, TX 77012
 5/23/2019

Data Release : Year 2019 Quarter 2

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
1	013113200160	Field personnel, general purpose laborer, average	Ea.	\$ 2,000.00	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Laborer
6	080505103300	Door demolition, special doors, glass, remove	Ea.	\$ 289.86	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Demo
6	084236100150	Doors, balanced, aluminum and 1" glass, premium, 3' x 7',	Ea.	\$ 65,998.20	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Doors, frames
6	081116101900	Door closer, incl. standard hardware, excl. glass, add	Ea.	\$ 3,911.70	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Closers
6	081116101700	Doors Electric striker release, incl. standard hardware, excl. glass, add	Ea.	\$ 2,353.68	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Hardware

RS Means Unit Cost Total \$ **74,553.44**
 Total With Coefficient 1.0 \$ 74,553.44
 Additional 59% Discount Good For Current Project Only. \$ (30,566.91)
 Sub-Total \$ 43,986.53
 2% Bond (Any Additional Pass Through Cost) \$ 879.73
Total Project Cost \$ 44,866.26

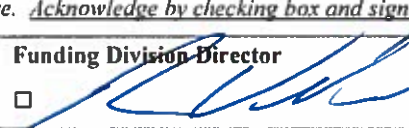
This architectural floor plan depicts a school building with numerous rooms and corridors. Key areas include:

- Classrooms:** Multiple FS (Full Size) and AB (Activity Based) classrooms are distributed throughout the plan, each labeled with a room number (e.g., A1112, A1113, A1114, A1115, A1116, A1117, A1118, A1119, A1120, A1121, A1122, A1123, A1124, A1125, A1126, A1127, A1128, A1129, A1130, A1131, A1132, A1133, A1134, A1135, A1136, A1137, A1138, A1139, A1140, A1141, A1142, A1143, A1144, A1145, A1146, A1147, A1148, A1149, A1150, A1151, A1152, A1153, A1154, A1155, A1156, A1157, A1158, A1159, A1160, A1161, A1162, A1163, A1164, A1165, A1166, A1167, A1168, A1169, A1170, A1171, A1172, A1173, A1174, A1175, A1176, A1177, A1178, A1179, A1180, A1181, A1182, A1183, A1184, A1185, A1186, A1187, A1188, A1189, A1190, A1191, A1192, A1193, A1194, A1195, A1196, A1197, A1198, A1199, A1200, A1201, A1202, A1203, A1204, A1205, A1206, A1207, A1208, A1209, A1210, A1211, A1212, A1213, A1214, A1215, A1216, A1217, A1218, A1219, A1220, A1221, A1222, A1223, A1224, A1225, A1226, A1227, A1228, A1229, A1230, A1231, A1232, A1233, A1234, A1235, A1236, A1237, A1238, A1239, A1240, A1241, A1242, A1243, A1244, A1245, A1246, A1247, A1248, A1249, A1250, A1251, A1252, A1253, A1254, A1255, A1256, A1257, A1258, A1259, A1260, A1261, A1262, A1263, A1264, A1265, A1266, A1267, A1268, A1269, A1270, A1271, A1272, A1273, A1274, A1275, A1276, A1277, A1278, A1279, A1280, A1281, A1282, A1283, A1284, A1285, A1286, A1287, A1288, A1289, A1290, A1291, A1292, A1293, A1294, A1295, A1296, A1297, A1298, A1299, A1300, A1301, A1302, A1303, A1304, A1305, A1306, A1307, A1308, A1309, A1310, A1311, A1312, A1313, A1314, A1315, A1316, A1317, A1318, A1319, A1320, A1321, A1322, A1323, A1324, A1325, A1326, A1327, A1328, A1329, A1330, A1331, A1332, A1333, A1334, A1335, A1336, A1337, A1338, A1339, A1340, A1341, A1342, A1343, A1344, A1345, A1346, A1347, A1348, A1349, A1350, A1351, A1352, A1353, A1354, A1355, A1356, A1357, A1358, A1359, A1360, A1361, A1362, A1363, A1364, A1365, A1366, A1367, A1368, A1369, A1370, A1371, A1372, A1373, A1374, A1375, A1376, A1377, A1378, A1379, A1380, A1381, A1382, A1383, A1384, A1385, A1386, A1387, A1388, A1389, A1390, A1391, A1392, A1393, A1394, A1395, A1396, A1397, A1398, A1399, A1400, A1401, A1402, A1403, A1404, A1405, A1406, A1407, A1408, A1409, A1410, A1411, A1412, A1413, A1414, A1415, A1416, A1417, A1418, A1419, A1420, A1421, A1422, A1423, A1424, A1425, A1426, A1427, A1428, A1429, A1430, A1431, A1432, A1433, A1434, A1435, A1436, A1437, A1438, A1439, A1440, A1441, A1442, A1443, A1444, A1445, A1446, A1447, A1448, A1449, A1450, A1451, A1452, A1453, A1454, A1455, A1456, A1457, A1458, A1459, A1460, A1461, A1462, A1463, A1464, A1465, A1466, A1467, A1468, A1469, A1470, A1471, A1472, A1473, A1474, A1475, A1476, A1477, A1478, A1479, A1480, A1481, A1482, A1483, A1484, A1485, A1486, A1487, A1488, A1489, A1490, A1491, A1492, A1493, A1494, A1495, A1496, A1497, A1498, A1499, A1500, A1501, A1502, A1503, A1504, A1505, A1506, A1507, A1508, A1509, A1510, A1511, A1512, A1513, A1514, A1515, A1516, A1517, A1518, A1519, A1520, A1521, A1522, A1523, A1524, A1525, A1526, A1527, A1528, A1529, A1530, A1531, A1532, A1533, A1534, A1535, A1536, A1537, A1538, A1539, A1540, A1541, A1542, A1543, A1544, A1545, A1546, A1547, A1548, A1549, A1550, A1551, A1552, A1553, A1554, A1555, A1556, A1557, A1558, A1559, A1560, A1561, A1562, A1563, A1564, A1565, A1566, A1567, A1568, A1569, A1570, A1571, A1572, A1573, A1574, A1575, A1576, A1577, A1578, A1579, A1580, A1581, A1582, A1583, A1584, A1585, A1586, A1587, A1588, A1589, A1590, A1591, A1592, A1593, A1594, A1595, A1596, A1597, A1598, A1599, A1600, A1601, A1602, A1603, A1604, A1605, A1606, A1607, A1608, A1609, A1610, A1611, A1612, A1613, A1614, A1615, A1616, A1617, A1618, A1619, A1620, A1621, A1622, A1623, A1624, A1625, A1626, A1627, A1628, A1629, A1630, A1631, A1632, A1633, A1634, A1635, A1636, A1637, A1638, A1639, A1640, A1641, A1642, A1643, A1644, A1645, A1646, A1647, A1648, A1649, A1650, A1651, A1652, A1653, A1654, A1655, A1656, A1657, A1658, A1659, A1660, A1661, A1662, A1663, A1664, A1665, A1666, A1667, A1668, A1669, A1670, A1671, A1672, A1673, A1674, A1675, A1676, A1677, A1678, A1679, A1680, A1681, A1682, A1683, A1684, A1685, A1686, A1687, A1688, A1689, A1690, A1691, A1692, A1693, A1694, A1695, A1696, A1697, A1698, A1699, A1700, A1701, A1702, A1703, A1704, A1705, A1706, A1707, A1708, A1709, A1710, A1711, A1712, A1713, A1714, A1715, A1716, A1717, A1718, A1719, A1720, A1721, A1722, A1723, A1724, A1725, A1726, A1727, A1728, A1729, A1730, A1731, A1732, A1733, A1734, A1735, A1736, A1737, A1738, A1739, A1740, A1741, A1742, A1743, A1744, A1745, A1746, A1747, A1748, A1749, A1750, A1751, A1752, A1753, A1754, A1755, A1756, A1757, A1758, A1759, A1760, A1761, A1762, A1763, A1764, A1765, A1766, A1767, A1768, A1769, A1770, A1771, A1772, A1773, A1774, A1775, A1776, A1777, A1778, A1779, A17



HARRIS COUNTY DEPARTMENT OF EDUCATION
CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐ Assistant Superintendent ☒

SECTION 1 – CONTRACT INFORMATION			
Funding Division Facilities	Today's Date 5/29/19	# Original Contracts 1	Expenditure/Revenue Budget Account Code (20 digits) 19998160199087 66290000
Contracting Party Quality Security	RFP # (if applicable) 15/037Jn-07	Is Contracting Party an Employee of HCDE? If yes, which division? X <input type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: Intercom and Access Control at HCDE's ABS East location			
Type of Contract Job Order Contract	Contract Fiscal Year 2018-2019	HCDE Contract? Yes (HCDE Contract)	Term From: 6/19/2019 To: 8/30/2019
SECTION 2 – CONTRACT TYPE			
Expenditure contract greater than, or equal to \$50,000 (Needs Board Approval)			Amount: \$100,083.98
SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY			
The Board has approved entering into this contract for political/lobbying services. <input checked="" type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes – Click here to enter a date			
SECTION 4 – CONTRACT REVIEW CHECKLIST			
<input type="checkbox"/> This contract was previously reviewed by HCDE attorney (Note that all templates have been reviewed by attorney) – Skip to Section 5			
<input type="checkbox"/> 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.			
<input type="checkbox"/> This contract was reviewed by Purchasing.			
<input type="checkbox"/> This contract was reviewed by Technology _____ (initials)			
<input checked="" type="checkbox"/> This contract was reviewed by Facilities JMC _____ (initials)			
SECTION 5 – REQUIRED 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. Acknowledge by checking box and signing below.			
Employee Completing this form Julie Carson	Date 5/6/2019	Funding Division Director <input type="checkbox"/> 	Date 5/30/19
Submit a two-part NCR copy to Purchasing along with the signed original contracts			

RECEIVED
PURCHASING DEPT.
MAY 31, 2019 PM 4:08

FOR PURCHASING DIVISION USE ONLY:	
Contract Reviewer:	Date:
<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 type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input type="checkbox"/> Signed by Assistant Superintendent Date: _____
<input type="checkbox"/> Board Information Item Date: _____	<input type="checkbox"/> Returned to Division or: _____
<input 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 type="checkbox"/> Expenditure Contract (For Approval Only) Date: _____	
NOTES:	

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 Quality Security Systems, Inc. ("Contractor"), whose main office address is 220 Barren Springs Drive, Ste #4, Houston, Texas 77090 for Job Order Contracting Services, effective as of May 28th, 2019(date).

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 # 15/037JN-07, 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 Quality Security Systems 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 #15/037JN-07, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract #15/037JN-07, 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 into 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 #15/037JN-07.

1.8 The term "**Coefficient Multiplier**" means the numerical factor required to be applied pursuant to Contractor's award under Choice Partners Contract #15/037JN-07 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 June 19th, 2019, (date) through August 31st, 2019(date). 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

2.2 **Contract.** This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.3 **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 six (6) months term is \$100,083.98. 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.

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, Richard Vela, 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 ensure 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 safety data sheets (SDS) 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 SDS 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 thirty (30) days of receipt of invoice. If payment is later than forty-five (45) days, interest will be set no higher than six percent (6%) per annum. 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 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 five percent (5%) of the estimated amount until final completion and acceptance of all Work performed under the Job Order. 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.

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.

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 affect 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
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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) within ten (10) days of 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 (HCDE) 6300 Irvington, Houston, Texas 77022, upon request current certificates of insurance

evidencing insurance coverage carried by such subcontractors.

- 19.7 Mail the original certificate of insurance to:

Julie Carson
Harris County Department of
Education
6005 Westview Dr.
Houston, Texas 77055

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 provisions(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 deliver 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: HCDE 6300 Irvington, Houston, Texas 77022

24.2.2 With Copies to: Richard Vela / Executive Director of Facilities/6005 Westview,
Houston, Texas 77055

24.2.3 If to Contractor: Quality Security Systems, Inc.(Company Name)
220 Barren Springs Drive (Address)
Houston, Texas 77022 (City, State, Zip Code)
Pate Muse (Contact Person)

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 # 15/037JN-07, including any addenda thereto;
- g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract #15/037JN-07.

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.

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above

OWNER

By: Harris County Department of Education

Name: _____
Title: _____

Date

CONTRACTOR

By: Quality Security Systems, Inc.

Name: *[Signature]*
Title: President

5/28/19
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 Quality Security Systems, Inc. (Job Order Contractor) dated May 28th, 2019 and shall become part of the Contract upon execution by Owner. 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: The agreed Work shall include: all labor, equipment and materials as set forth in the JOC proposal attached hereto as Exhibit A; dated May 28th, 2019; Job #1452

HARRIS COUNTY – EAST / INTERCOM AND ACCESS CONTROL

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 the parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be \$0.00/day. The Date of Commencement is June 19th, 2019; the date on which both parties duly execute this Job Order or will be fixed in a Notice to Proceed issued by the Owner. The date of completion is: August 31st, 2019.

Owner and Job Order Contractor shall agree, in writing, on the scheduled phases of work as required by Section 8.1.1 of the Master Contract within ten (10) working days of execution of the Master Contract, such writing shall become a part of the Attachment A upon execution by the Owner and Job Order Contractor.

3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) HCDE's ABS East location
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$100,083.98 as specified in the Job Order Proposal attached hereto as Exhibit 1.
5. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any completed Work under this Job Order is: Joe Carreon – Construction Director

AUTHORIZED AND ACCEPTED:

JOB ORDER CONTRACTOR/Quality Security Systems #15/037JN-07

By: Quality Security Systems

Date: 5/28/19

Name:

Title:

President

OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION

By: Harris County Department of Education

Date:

Name:

Title:

EXHIBIT A: Contractor's Job Order Proposal
Quality Security Systems #15/037JN-07
Dated May 28th, 2019



**** Proposal ****

5/28/2019

Project Number: 1452

For :

HARRIS COUNTY-EAST
Intercom And Access Control

Quality Security Systems
220 Barren Springs Drive Ste #4
Houston, Tx 77090
281-820-9650 Fax 281-820-9797

HARRIS COUNTY-EAST
Richard Vela
6300 IRVINGTON
HOUSTON, TX 77022

HARRIS COUNTY-EAST
Richard Vela
6300 IRVINGTON
HOUSTON, TX 77022

Tel: 713-694-6300

Fax: 713-696-0733

Tel: 713-694-6300

Mfr-Part No.	Qty	Description	Unit Price	Extended
QSS-CADDESIGN	1	CAD DESIGNS & PERMITS		
VANINDUST-VRCNX-A	1	Reader Controller with Backplate		
SCHLAGE-PS902	5	Base Power Supply (2A @ 12/24 VDC- field selectable)		
ADI-SMP3ET	4	Power Supply Charger, BC100 Enclosure, includes TP1640 6/12/24V		
SCHLAGE-MT11	4	Multi-Technology Reader û Mullion Mount		
SCHLAGE-MT15	1	Multi-Technology Reader û Wall Mount		
VANINDUST-WRI-400	5	Outdoor Wireless Reader		
Vanderbilt-PIM400-485-SMS	2	Panel Interface Module for AD-400 Series w/SMS		
ADI-IX-DVF	3	IP Video Door Station, SIP Compatible, Vandal Resistant, Flush M		
ADI-SBX-IDVF	3	Stainless Steel Surface Mount Box for IS-SS/IS-DVF/IS-IPDVF/IX-D		
ADI-IX-MV7-B	1	IP Video Master Station, SIP Compatible, with 7" Touchscreen, BI		
ADI-RY-IP44	2	Input/Output Network Adaptor Relay		
ADI-W-DIN11	2	DIN Rail Mounting Bracket		
ADI-PS-1208UL	2	12V DC Power Supply, 0.8A, UL Listed		
ADI-TPE-TG80G	2	8-Port Gigabit GREENnet PoE+ Switch		
SCHLAGE-788-18	4	18" x 3/8" Armored Door Cord - less wires		
TEXLOC&DO-040061-00-CON	4	Qel Conversion Kit with Con For 99 Rim Device		
THC-PS042	1	Standard Steel Gooseneck Pedestal - 42 inch w/base bolt cover		
THC-PED-12-EXT-1	1	12 inch Pedestal Extension Black Powder Coated		
THC-PCH091	1	7ø x 13ø x 4ø Housing, Black		
QSS-MISC	1	MISC HARDWARE CONDUIT,BOXES, FLEX,TAPE & CABLE TIES.		
WINCITWIR-665610-110DB	1000	Cat5e Direct Burial		
WINCITWIR-714410 VNQ	1000	18-06 OAS STR DB TC Quad		

Mfr-Part No.	Qty	Description	Unit Price	Extended
WINCITWIR-727110V NQ	1000	18-02 UNS STR DB TC Quad		
WINCITWIR-0023450	1000	18-04 OAS STR CMP Pur Jkt		
WINCITWIR-442351- 50	1000	18-06 OAS STR CMP Pur Jkt		
WINCITWIR-555610	1000	White Cat5e Plenum		
WINCITWIR-0023250	1000	18-02 OAS STR CMP Pur Jkt		
QSS-SERVICE	1	Bonding		
QSS-SERVICE	1	To Chnage Out Doors And Frames Front Entrance Tinted Insulated Glass Lcn Closures, And Sweeps 10x8 Storefront Bronze		
QSS-SERVICE	1	To Change Out Doors And Frames Cafe Entrance Tinted Insulated Glass Lcn Closures,And Sweeps 6x9 Storefront Bronze		
QSS-SERVICE	1	To Change Out Doors And Frames Front Employee Entrance Insulated Glass Lcn Closures,And Sweeps 10x9 Storefront Bronze		
QSS-SERVICE	1	To Change Out Single Door Only Rear Employee Entrance Insulated Glass Lcn Closures,And Sweeps 3x7 Door Bronze		
QSS-SERVICE	1	To Install two 1ø conduits from the ceiling inside the cafeteria the wall where they will tie into the directional bore going over to the pedestal.		

Qss To Provide

Please Refer To The Quotation Number When Placing Your Order.

Note Pricing Per HCDE Choice Partners Contract # 15/037JN-07

1) Qss To Provide Equipment Listed Above, Programming & Testing.

All Materials Warranty One Year (1).

Labor Warranty (90) Days From Date Of Completion

Estimator Signature: Pate Muse

Date: 4/24/2019

I/we Pate L. Muse Agree To The Above Costs And Specifications
And Authorize The Work To Be Done As Outlined Above,
Provided By Quality Security Systems.

Mfr-Part No.	Qty	Description	Unit Price	Extended
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Customer To Provide.

- 1: Terms: 50% Down Balance Progressed bill.
- 2: Terms Of Payment Are Net (30) Days From The Date Of Invoice.
- 3: A Late Fee Of 3 % Will Be Charged For Any Unpaid Balance Over Thirty (30) Days.
- 4: Freight Is F. O. B. Houston, Texas.
- 5: Estimated Delivery Is 30 Days A. R. O.
- 6: Assistance With the Network
- 7: All Ac Power Where Needed.
8. Customer To Key All New Doors To The Desired HCDE Key.
9. Customer To Provide All Cad Drawings For Building.

Materials Are Invoiced Based Upon The Materials Delivered Or Stored. Labor Is Invoiced Monthly Based Upon The % Of Labor Completed.

Customer Signature: _____
(signature Acknowledges Authority To Financially Obligate Company.)

Date: _____

This Estimate With Prices Is Valid 30 Days.

Equipment Subtotal 84,179.56

Installation Subtotal 15,404.42

This ** Proposal ** is Valid for 30 Days.

Freight: 500.00

Shipping & Handling: \$ 500.00

Signature: _____ Date: _____

Project Total: \$ 100,083.98

Vendor Name: Quality Security Systems
 Job Description: Glass Doors Replacement
 Choice Partners # 15/037JN-07
 ABS East
 7703 S Loop E.
 Houston, TX 77012
 5/23/2019

Data Release : Year 2019 Quarter 2

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
1	013113200160	Field personnel, general purpose laborer, average	Ea.	\$ 2,000.00	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Laborer
6	080505103300	Door demolition, special doors, glass, remove	Ea.	\$ 289.86	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Demo
6	084236100150	Doors, balanced, aluminum and 1" glass, premium, 3' x 7',	Ea.	\$ 65,998.20	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Doors, frames
6	081116101900	Door closer, incl. standard hardware, excl. glass, add	Ea.	\$ 3,911.70	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Closers
6	081116101700	Doors Electric striker release, incl. standard hardware, excl. glass, add	Ea.	\$ 2,353.68	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	Hardware

RS Means Unit Cost Total \$ 74,553.44
 Total With Coefficient 1.0 \$ 74,553.44
 Additional 59% Discount Good For Current Project Only. \$ (30,566.91)
 Sub-Total \$ 43,986.53
 2% Bond (Any Additional Pass Through Cost) \$ 879.73
Total Project Cost \$ 44,866.26

Vendor Name: Quality Security Systems
 Job Description: ABS East Acces Control: Electrical
 Choice Partners # 15/037JN-07
 ABS East
 7703 S Loop E.
 Houston, TX 77012
 5/23/2019

Data Release : Year 2019 Quarter 2

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
100	260533140240	Electric metallic tubing, 1" diameter, to 10' high, includes 11 couplings per 100'	Ea.	\$ 429.00	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533140240	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$ 48.80	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
30	260533140540	Rigid galvanized steel conduit, 1" diameter, to 10' high, includes 11 couplings per 100'	Ea.	\$ 386.70	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533140540	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$ 32.47	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
4	260533252300	Conduit fittings for rigid galvanized steel, LB, LR or LL fittings & covers, 1" diameter	Ea.	\$ 244.16	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533252300	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$ 36.78	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	

Job Description: ABS East Access Control: Electrical Page 2

1	260533252300	Labor adjustment factor (electrical), add to labor for elevated installation (above floor level), 15' to 19.5'; high	Ea.	\$	36.78	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
2	260533950130	Hole drilling, concrete wall, 8" thick, 1" pipe size, to 10' high	Ea.	\$	118.24	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533950130	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$	21.01	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	260533950130	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$	21.01	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
200	330507231000	Horizontal boring, small diameter boring, sandy soil, 3", includes casing only, 100' minimum, excludes jacking pits or dewatering	Ea.	\$	5,466.00	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	330507231000	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, school	Ea.	\$	49.60	STD	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	

RS Means Unit Cost Total \$ 6,890.55
 Total With Coefficient 1.0 \$ 6,890.55
 Additional 15% Discount Good For Current Project Only. \$ (1,012.91)
 Sub-Total \$ 5,877.64
 2% Bond (Any Additional Pass Through Cost) \$ 117.55
Total Project Cost \$ 5,995.19

Quality Security Systems

HCDE ABC EAST

Access Controls

Data Release : Year 2019 Unit Cost Estimate

Quantity	Line Number	Description	Unit	Ext. Total O&P	Data Release	CCI Location	Notes
5	281511110200	Access control, proximity card reader Performance Bond, for buildings, maximum	Ea.	\$ 885.00	Year 2019	TEXAS / HOUSTON (770-772)	Card Readers (Adjusted by 013113900100)
1	281511110200	Work space, not available, add, modifications to total project cost summaries	Job	\$ 22.10	Year 2019	TEXAS / HOUSTON (770-772)	
1	281511110200	Permits rule of thumb, most cities, maximum	Project	\$ 44.25	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	281511110200	Access control, card type, computerized card key system for 4 doors, does not include door hardware, lockset or wiring	Job	\$ 17.70	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
1	281511110080	Performance Bond, for buildings, maximum	Ea.	\$ 2,775.00	Year 2019	TEXAS / HOUSTON (770-772)	Vrcnv-a supports 18 Doors
1	281511110080	Work space, not available, add, modifications to total project cost summaries	Job	\$ 69.38	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 013113900100)
1	281511110080	Permits rule of thumb, most cities, maximum	Project	\$ 138.75	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	281511110080	Scanner/reader access control, power supply/transfer, 110V to 12/24V Performance Bond, for buildings, maximum	Job	\$ 55.50	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
11	281511190360	Work space, not available, add, modifications to total project cost summaries	Ea.	\$ 4,406.60	Year 2019	TEXAS / HOUSTON (770-772)	Power Supply (Adjusted by 013113900100)
1	281511190360	Permits rule of thumb, most cities, maximum	Job	\$ 110.22	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	281511190360	Access control, processor for card key access system	Project	\$ 220.33	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
1	281511190360	Performance Bond, for buildings, maximum	Job	\$ 88.11	Year 2019	TEXAS / HOUSTON (770-772)	WRI-400 and PIM-400-485
7	281511110100	Work space, not available, add, modifications to total project cost summaries	Ea.	\$ 7,700.00	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 013113900100)
1	281511110100	Permits rule of thumb, most cities, maximum	Job	\$ 192.50	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	281511110100	Access control, proximity card reader Performance Bond, for buildings, maximum	Project	\$ 385.00	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
1	281511110100	Work space, not available, add, modifications to total project cost summaries	Job	\$ 154.00	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)

1	01313200180	Field personnel, project manager, minimum	Week	\$	3,300.00	Year 2019	TEXAS / HOUSTON (770-772)	Programming or back, interface module, reader controller, and outdoor wireless reader.
4	271513138204	Multipair cable, unshielded non-plenum, 300 V PVC jacket, #18, 4 pair	C.L.F.	\$	1,058.16	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513138204	Performance Bond, for buildings, maximum	Job	\$	26.46	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 013113900100)
1	271513138204	Work space, not available, add, modifications to total project cost summaries	Project	\$	52.91	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	271513138204	Permits rule of thumb, most cities, maximum	Job	\$	21.16	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
7	271513138206	Multipair cable, unshielded non-plenum, 300 V PVC jacket, #18, 6 pair	C.L.F.	\$	2,687.30	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513138206	Performance Bond, for buildings, maximum	Job	\$	67.18	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 013113900100)
1	271513138206	Work space, not available, add, modifications to total project cost summaries	Project	\$	134.37	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	271513138206	Permits rule of thumb, most cities, maximum	Job	\$	53.75	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
3	275119102200	Intercommunication remote station, exd rough-in wires, cables & conduits	Ea.	\$	844.44	Year 2019	TEXAS / HOUSTON (770-772)	
1	275119102200	Performance Bond, for buildings, maximum	Job	\$	21.09	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 013113900100)
1	275119102200	Work space, not available, add, modifications to total project cost summaries	Project	\$	42.24	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	275119102200	Permits rule of thumb, most cities, maximum	Job	\$	16.89	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
1	275119102020	Intercommunication master station, 10 station capacity, exd rough-in wires, cables & conduits	Ea.	\$	1,780.84	Year 2019	TEXAS / HOUSTON (770-772)	
1	275119102020	Performance Bond, for buildings, maximum	Job	\$	44.52	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 013113900100)
1	275119102020	Work space, not available, add, modifications to total project cost summaries	Project	\$	89.04	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	275119102020	Permits rule of thumb, most cities, maximum	Job	\$	35.51	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
2	TPE-TG80G	8-Port Gigabit GREENnet PoE+ Switch	Ea.	\$	670.02	Year 2019	TEXAS / HOUSTON (770-772)	Added because the is no pricing for item in rs means
2	RY-IP44	Input/Output Network Adapter Relay	Ea.	\$	1,537.52	Year 2019	TEXAS / HOUSTON (770-772)	

3	IX-DVF	Stainless Steel Surface Mount Box Intercom	Ea.	\$	913.23	Year 2019	TEXAS / HOUSTON (770-772)	
2	W-DIN11	DIN Rail Mounting Bracket	Ea.	\$	227.22	Year 2019	TEXAS / HOUSTON (770-772)	
4	788-18	18" x 3/8" Armored Door Cord - less wires	Ea.	\$	705.08	Year 2019	TEXAS / HOUSTON (770-772)	
4	040061-00-CO	Kit Conversion Kit with Con For 99 Rim Device	Ea.	\$	4,226.76	Year 2019	TEXAS / HOUSTON (770-772)	
7	271513137214	Unshielded twisted pair (UTP) cable, stranded, PVC jacket, #24, 4 pair,	C.L.F.	\$	655.41	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 013113900100)
1	271513137214	Performance Bond, for buildings, maximum	Job	\$	16.39	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513137214	Work space, not available, add, modifications to total project cost summaries	Project	\$	32.77	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	271513137214	Permits rule of thumb, most cities, maximum	Job	\$	13.10	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
6	271513138202	Multipair cable, unshielded non-plenum, 300 V PVC jacket, #18, 2 pair	C.L.F.	\$	963.06	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513138202	Performance Bond, for buildings, maximum	Job	\$	24.08	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 013113900100)
1	271513138202	Work space, not available, add, modifications to total project cost summaries	Project	\$	48.15	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 012155501400)
1	271513138202	Permits rule of thumb, most cities, maximum	Job	\$	19.26	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 014126500100)
1	THC-PS042	Standard Steel Gooseneck Pedestal - 42 inch w/base bolt cover	Ea.	\$	277.43	Year 2019	TEXAS / HOUSTON (770-772)	
1	PED-12-EXT	12 inch Pedestal Extension Black Powder Coated	Ea.	\$	189.23	Year 2019	TEXAS / HOUSTON (770-772)	
1	THC-PCH091	7 x 13 x 4 Housing, Black	Ea.	\$	291.83	Year 2019	TEXAS / HOUSTON (770-772)	
30	017413200050	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	\$	920.70	Year 2019	TEXAS / HOUSTON (770-772)	
1	017413200050	Performance Bond, for buildings, maximum	Job	\$	23.02	Year 2019	TEXAS / HOUSTON (770-772)	(Adjusted by 013113900100)
4	013113200180	Field personnel, project manager, minimum	Week	\$	10,700.00	Year 2019	TEXAS / HOUSTON (770-772)	
Subtotal w/ 1.0 Coefficient				\$	49,996.76			
Discount Specific to this project					\$774.23			
Total					\$49,222.53			

ATTACHMENT B
OWNER'S ADOPTED PREVAILING WAGE RATES

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

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.

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, \$80 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.

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
March 1, 2018
Texas Gulf Coast Area

Classification	Hourly Rate
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$16.87
Heavy Equipment Operators	\$18.16
Insulators	\$16.16
Ironworkers	\$18.14
Laborers, General	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$16.21
Metal Building Assemblers	\$17.63
Millwrights	\$20.69
Painters/Wall Covering Installers	\$16.75
Pipefitters	\$25.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.48
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc., in strict accordance with the Texas Government Code, Chapter 2258.

**Prevailing Wage Rates
Worker Classification Definition Sheet**

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Cabinetmaker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who finish, trowels and finishes concrete.
Data/Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems & HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing 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-hoe, back-filler, power operated shovel, wheel trucks, all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex piano, building elevator, form work, concrete mixer (less than 1400), manure spreader.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, cranes, dock levellers, hydraulic lifts & other pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Rofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofing / Caulker	Worker who applies waterproofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membrane, sprayed, rolled or brushed.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-496422

Date Filed:
05/28/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Quality Security Systems
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Harris County Department of Education

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

15/037JN-07
Access Control

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



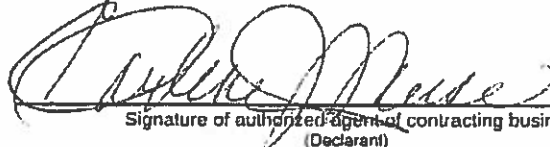
6 UNSWORN DECLARATION

My name is Earlene J Muse, and my date of birth is 01/06/1959

My address is 220 Barren Springs Dr Ste #4 Houston Tx 77090 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 28 day of May, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

View assistance for SAM.gov



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.



Login.gov FAQs

- ⚠ **ALERT:** June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 06/15/2019, from 8:00 AM to 1:00 PM (EDT).
- ⚠ **ALERT:** CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Search Results

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Regular Board Meeting**7.G.**

Meeting Date:	June 19, 2019		
Title:	Highpoint East Roof Replacement		
Submitted For:	Richard Vela, Facilities	Submitted By:	Julie Carson
Recommended Action:		HCDE Goal(s):	
Additional Resource		Facilities/Technology	
Personnel:		Approval Needed?:	

Information**Posted Agenda Item:**

Consider approval of contract with Facilities Sources (RFP# 16/054JN-04) in the amount of \$145,020.17 to remove and install a new roof at the Highpoint East campus.

Subject:

Consider approval of contract with Facilities Sources (RFP# 16/054JN-04) in the amount of \$145,020.17 to remove and install a new roof in the Highpoint East campus.

Rationale:

Consider approval of contract with Facilities Sources (RFP# 16/054JN-04) in the amount of \$145,020.17 to remove and install a new roof in the Highpoint East campus. A twenty (20) year warranty will be provided.

Current roof has had constant leaks; also recurrent loss of heating and cooling through the pipe chases.

Fiscal Impact

Included in FY budget Y/N:: Y

Included in current budget amendment::

Attachments

Contract and quote

FS Contract

Form Review**Inbox**

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Julie Carson
Final Approval Date: 06/04/2019

Reviewed By

Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

06/03/2019 11:35 AM
06/03/2019 11:45 AM
06/04/2019 09:44 AM
Started On: 05/28/2019 02:06 PM



April 3, 2019
Ltr. No.: 018-1691-WB

Joe Carreon
Director of Construction Facilities Support Services
Harris County Department of Education
6300 Irvington
Houston, Texas 77022

Contract No. 16/054JN-04 Harris County Department of Education
Subject: Job Order Proposal for **RFP TO-101-87-22644-R1**

Project Location: HCDE – High Point School East
Project Title: **High School Building Re-Roof / Roofing Repairs**

Dear Mr. Carreon,

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal scope of work is per our site walks in January and February of 2019. The scope of work has been broken out into two separate proposal amounts including the following: Re-roof High School Building and Repair High School Roof. This proposal was prepared using RS Means Facilities Cost Data 2019. See detailed estimate and the scope sheet attached.

Option #1 – Re-Roof High School Building

The proposed price prior to bonding is: \$ 141,483.09
The reimbursable bond cost is: \$ 3,537.08
The Grand Total Fixed Price is: \$ 145,020.17

Material and Equipment is: \$ 52,778.68
Labor w/OH&P is: \$ 88,704.41

Option #2 – Repair High School Building Roof

The proposed price prior to bonding is: \$ 41,748.46
The reimbursable bond cost is: \$ 1,043.71
The Grand Total Fixed Price is: \$ 42,792.17

Material and Equipment is: \$ 11,603.13
Labor w/OH&P is: \$ 30,145.33

The proposed project duration is 60 days after funding approval and access is granted.
This proposal is good for 30 days from the above date.

Please direct any questions to Wayne Bryant at 713-337-5721.

Sincerely,

Wayne Bryant
Project General Manager

Attachments: Scope Letter & Cost Estimates

Notice to Proceed (NTP) Approved by: _____ Date: _____

April 3, 2019

SCOPE OF WORK

LOCATION: Harris County Department of Education
PROJECT NAME: **High Point School East – Re-Roof / Roof Repairs**
RFP: TO-101-87-22644

Project Summary:

Facilities Sources will provide all labor, material and equipment to renovate the re-roof the High School Building / Repair the roofing at the High School Building at 8003 East Sam Houston Parkway North, Houston, Texas to one storage building.

The detailed scope per building is as follows:

Re-Roof Detailed Scope Includes:

1. Scope includes removing all demoed materials off site.
2. Remove and dispose of metal coping cap at high roof.
3. Remove and dispose of metal coping cap at low roof wall.
4. Remove and dispose of metal roof edging at low roof.
5. Remove and dispose of existing TPO single ply roofing.
6. Inspect and repair / prepare existing deck for new roofing system.
7. Furnish and install additional 1.5" ISO insulation (mechanically attached per manufacturer's recommendations). This is required to comply with the IECC roofing requirements of R-25.
8. Replace all curb flashings and base flashings with new .60 mil TPO membrane per manufacturer's written details.
9. Furnish and install one layer of Johns Mansville .60 mil TPO membrane over new ISO insulation per manufacturer's specifications.
10. Heat weld all TPO membrane seams with mechanized welder per manufacturer's specifications.
11. Furnish and install new pre-finished metal roof edging at low roof and strip in roofing plies per manufacturer's specifications.
12. Furnish and install new pre-finished metal coping around perimeter of high roof area.
13. Furnish and install new pre-finished metal coping at the low roof wall.
14. Remove and replace hooded roof curbs / pitch pans with new.
15. Remove and reinstall three RTU roof curbs oriented with the roof drainage direction to prevent ponding.
16. Disconnect and remove three roof mounted fans for the installation of the new roofing membrane and flashing and reinstall after roofing work.
17. Disconnect all twelve RTUs for the installation of the new roofing membrane and flashing and reinstall after roofing work.
18. Remove all existing RTU refrigerant line insulation and install new insulation.
19. At six RTUs – remove refrigerant and reconfigure refrigerant lines to slope away from the hooded roof curbs to prevent water intrusion. Reconnection of units and startup of units to be completed after roofing scope at locations.

Re-Roof Detailed Scope Includes:

1. Scope includes removing all demoed materials off site.

2. Remove and dispose of metal coping cap at high roof.
3. Remove and dispose of metal coping cap at low roof wall.
4. Remove and dispose of metal roof edging at low roof.
5. Pressure wash roofing membrane to remove built up debris.
6. Furnish and install new pre-finished metal roof edging at low roof and strip in roofing plies per manufacturer's specifications.
7. Furnish and install new pre-finished metal coping around perimeter of high roof area.
8. Furnish and install new pre-finished metal coping at the low roof wall.
9. Remove and reinstall three RTU roof curbs oriented with the roof drainage direction to prevent ponding.
10. Remove nine existing roof scuppers and reinstall at a lower elevation to prevent ponding at the scupper locations at the roof edge.
11. At six RTUs – remove refrigerant and reconfigure refrigerant lines to slope away from the hooded roof curbs to prevent water intrusion. Reconnection of units and startup of units to be completed after roofing scope at locations.

Qualifications:

1. No removal or handling of any hazardous materials is included in this proposal.
2. Permitting of project is included in this proposal.
3. All work will be performed per local, State and National building codes.
4. All new materials and labor (other than roofing membrane) is warranted for 2 years unless otherwise agreed upon.
5. All new TPO membrane materials and labor is warranted with a 20 year NDL Warranty.



Estimator: Wayne Bryant		HCDE - High Point East - HS Re-Roof
Totalling Components		
Price Line Items	\$172,405.80	Total Construction Cost
RSMeans HOUSTON, TX CCI 2019Q1, 89.20%	\$(18,619.83)	Payment and or Performance Bond (2.5000%)
Choice Partners Coefficient (-8.0000%)	\$(12,302.88)	Builders Risk Insurance ()
Nonpriced Line Items		Estimate Grand Total
Non Prepriced Markup (Subcontractor Quote) (15.0000%)		\$145,020.17
Material, Labor, and Equipment Totals (No Totalling Components)		
Material:	\$57,801.15	
Labor:	\$108,094.19	
Equipment:	\$6,510.48	
Other:	\$(0.02)	
Laborhours:	1,253.67	
Green Line Items:2	\$32,006.25	
Grand Total		\$145,020.17

Final Estimate

Estimator: Wayne Bryant HCDE - High Point East - HS Re-Roof

Item	Description	UM	Quantity	Unit Cost	Total	Book
1 01-31-13-20-0160	Field personnel, general purpose laborer, average	Week	2.0000	\$2,650.00	\$5,300.00	RSM19eFAC L, O&P
2 01-31-13-20-0200	Field personnel, project manager, average	Week	0.5000	\$4,000.00	\$2,000.00	RSM19eFAC L, O&P
3 01-31-13-20-0260	Field personnel, superintendent, average	Week	1.0000	\$3,725.00	\$3,725.00	RSM19eFAC L, O&P
4 01-54-33-40-2055-1	Hourly operating cost for general equipment rental, without operators, forklift, pneumatic tire, all terrain, telescoping boom, diesel, 6600 lb., 29' reach, 42' lift	Ea.	60.0000	\$23.21	\$1,392.60	RSM19eFAC E, O&P
5 01-54-33-40-2055-3	Rent per week for general equipment rental, without operators, forklift, pneumatic tire, all terrain, telescoping boom, diesel, 6600 lb., 29' reach, 42' lift	Ea.	2.0000	\$1,320.00	\$2,640.00	RSM19eFAC E, O&P
6 01-54-36-50-1200	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, small equipment, placed in rear of, or towed by pickup truck Roofer mobilization / demobilization HVAC mobilization / demobilization	Ea.	4.0000	\$196.00	\$784.00	RSM19eFAC L, E, O&P
7 01-54-36-50-1400	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, equipment hauled on towed trailer, 20-ton capacity	Ea.	2.0000	\$865.00	\$1,730.00	RSM19eFAC L, E, O&P
8 01-74-13-20-0100	Cleaning up, cleanup of floor area, final by General Contractor at end of job (14500+1500)/1000 = 16.00	M.S.F.	16.0000	\$112.00	\$1,792.00	RSM19eFAC M, L, E, O&P
9 02-41-19-19-0800	Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 30 C.Y. capacity, 7 tons	Week	2.0000	\$800.00	\$1,600.00	RSM19eFAC M, O&P
10 02-41-19-19-2040	Selective demolition, rubbish handling, the following are to be added to the demolition prices. Load, haul, dump and return, 0' to 100' haul, hand carried	C.Y.	45.0000	\$64.00	\$2,880.00	RSM19eFAC L, O&P
11 02-41-19-20-0100	Selective demolition, dump charges, typical urban city, tipping fees only, building construction materials	Ton	14.0000	\$81.00	\$1,134.00	RSM19eFAC M, O&P
12 06-05-23-40-3100	Sheet metal screws, stainless steel, with aluminum or neoprene washers, #14 x 2", plain	C	10.0000	\$24.50	\$245.00	RSM19eFAC M, O&P
13 06-11-10-30-5960	Roof framing, roof curbs, untreated, 2" x 6" Three RTU Curbs Rotated to not block water flow on roofing. 3*2*5 = 30.00	L.F.	30.0000	\$3.35	\$100.50	RSM19eFAC M, L, O&P
14 06-16-36-10-0802	Sheathing, plywood on walls, with exterior CDX, 3/4" thick Parapet wall sheathing replacement due to water damage 600*3 = 1,800.00	S.F.	1,800.0000	\$2.40	\$4,320.00	RSM19eFAC M, L, O&P
15 06-16-43-10-0020	Gypsum sheathing, gypsum, weatherproof, 1/2" thick Repair / Replace damaged Recovery board. 32*30 = 960.00	S.F.	960.0000	\$1.69	\$1,622.40	RSM19eFAC M, L, O&P
16 07-05-05-10-0220	Selective demolition, thermal and moisture protection, flashing, sheet metal	S.F.	1,866.0000	\$1.83	\$3,414.78	RSM19eFAC L, O&P

Final Estimate

Estimator: Wayne Bryant HCDE - High Point East - HS Re-Roof

Item	Description	UM	Quantity	Unit Cost	Total	Book
17 07-05-05-10-4320	High Roof Parapet Cap Removal + Low Roof Wall Cap + Low Roof Metal Edging + Pitch Pans (((.5+1+.5)*593)+(.5+2+.5)*25)+(105)+(500)) = 1,866.00					
18 07-05-05-10-9000	Selective demolition, thermal and moisture protection, roofing, single ply membrane, attached at seams Upper Roof + Lower Roof + Parapet + Base and Curb Flashing ((14500/100)+(1400/100)+((600*4)/100)+((600*2)/100))*1.15 = 224.25	Sq.	224.2500	\$51.50	\$11,548.88	RSM19eFAC L, O&P
19 07-21-13-10-1650	Selective demolition, thermal and moisture protection, minimum labor/equipment charge	Job	1.0000	\$265.00	\$265.00	RSM19eFAC L, O&P
20 07-51-13-30-0012	Rigid insulation, for walls, isocyanurate, 4' x 8' sheet, foil faced, both sides, 1-1/2" S.F. Added 1.5" ISO insulation to achieve IECC Roofing R Rating (14500+1400)*1.15 = 18,285.00		18,285.0000	\$1.65	\$30,170.25	RSM19eFAC Gm, M, L, O&P
21 07-54-23-10-0200	Cants, lumber, treated, 4" x 4" cut diagonally	L.F.	600.0000	\$4.12	\$2,472.00	RSM19eFAC M, L, O&P
22 07-65-10-10-0200	Thermoplastic polyolefin roofing (T.P.O.), 60 mil membrane, heat welded seams, fully adhered Upper Roof + Lower Roof + Parapet + Base and Curb Flashing Johns Mansville .60 Mil TPO - 20 Year Warranty ((14500/100)+(1400/100)+((600*4)/100)+((600*2)/100))*1.15 = 224.25	Sq.	224.2500	\$222.00	\$49,783.50	RSM19eFAC M, L, E, O&P
23 07-65-10-10-0200-0400	Sheet metal flashing and counter flashing, including up to 4 bends, aluminum, mill finish, .040" thick High Roof Parapet Cap + Low Roof Wall Cap (((.625+1.2+.5)*600)+((.625+2+.5)*25)) = 1,473.13	S.F.	1,473.1250	\$6.90	\$10,164.56	RSM19eFAC M, L, O&P
24 07-65-10-10-9326	Sheet metal flashing and counter flashing, painted finish, add (Modified using 07-65-10-10-0400) (((.625+1.2+.5)*600)+((.625+2+.5)*25)) = 1,473.13	S.F.	1,473.1250	\$0.36	\$530.33	RSM19eFAC M, O&P
25 07-71-19-10-0400	Sheet metal flashing and counter flashing, including up to 4 bends, steel sheets, galvanized, 26 gauge Install new pitch pans / hooded curbs at refrigerant lines.	S.F.	400.0000	\$5.20	\$2,080.00	RSM19eFAC M, L, O&P
26 07-72-33-10-9000	Gravel stop, aluminum, .050" thick, 6" face height, painted Roof hatch options, minimum labor/equipment charge Rework membrane around roof hatch.	L.F.	105.0000	\$15.35	\$1,611.75	RSM19eFAC M, L, O&P
27 07-92-13-20-3655	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 6" pipe size Ea. Roof drain and overflow drain body on lower roof.	Job	1.0000	\$665.00	\$665.00	RSM19eFAC L, O&P
28 22-14-26-13-3920	Caulking and sealant options, polyurethane, 1 or 2 component, bulk, in place, 1/2" x 1/4"	L.F.	175.0000	\$2.71	\$474.25	RSM19eFAC M, L, O&P
29 23-05-05-10-0190	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 6" pipe size Ea. Roof drain and overflow drain body on lower roof. HVAC demolition, air conditioner, rooftop, self contained, up to 5 ton Disconnection / Elevation of existing RTUs to allow for roofing membrane / curb work during re-roofing	Ea.	12.0000	\$655.00	\$7,860.00	RSM19eFAC L, O&P

Final Estimate

Estimator: Wayne Bryant HCDE - High Point East - HS Re-Roof

Item	Description	UM	Quantity	Unit Cost	Total	Book
30	23-05-05-10-2124 HVAC demolition, fans, 1-1/2 thru 10 H.P. or 20,000 CFM Disconnect / Removal of Exhaust Fans to allow for installation of new roofing membrane and curb work.	Ea.	3.0000	\$260.00	\$780.00	RSM19eFAC L, O&P
31	23-05-05-10-5090 HVAC demolition, remove refrigerant from system 4 Lbs of refrigerant per ton * six units to be removed to rework linesets to slope opposite the hooded curbs to prevent water entry. Six units (4*5)*7 = 140.00	Lb.	140.0000	\$19.85	\$2,779.00	RSM19eFAC L, O&P
32	23-05-05-10-9000 HVAC demolition, minimum labor/equipment charge Remove existing line set insulation.	Job	2.0000	\$740.00	\$1,480.00	RSM19eFAC L, O&P
33	23-07-16-10-2430 HVAC equipment thermal insulation, calcium silicate block, + 200° F to + 1200° F, on plane surfaces, 1-1/2" thick 12*10 = 120.00	S.F.	120.0000	\$15.30	\$1,836.00	RSM19eFAC Gm, M, L, O&P
34	23-34-16-10-3560 Centrifugal type HVAC fans, centrifugal, airfoil, motor and drive, complete, 4,000 CFM, 3 H.P. Roof Fan re-installation after roofing membrane work at curb - three fans total - quantity is adjusted to allow for labor cost only as fans are existing 3*.18 = 0.54	Ea.	0.5400	\$4,250.00	\$2,295.00	RSM19eFAC M, L, O&P
35	23-74-33-10-1140 Rooftop air conditioners, including standard controls, curb, and economizer, single zone, electric cool, gas heat, 5 ton cooling, 112 MBH heating RTU re-installation / curb mount after roofing membrane work at curb - 12 RTU total - quantity is adjusted to allow for labor cost only as RTUs are existing. 12*.1 = 1.20	Ea.	1.2000	\$7,400.00	\$8,880.00	RSM19eFAC M, L, O&P

Estimate Grand Total 145,020.17



Estimator: Wayne Bryant

HCDE - High Point East - HS Roofing Repairs

Totalling Components		
Price Line Items	\$50,873.05	Total Construction Cost
RSMeans HOUSTON, TX CCI 2019Q1, 89.20%	\$(5,494.29)	Payment and or Performance Bond (2.5000%)
Choice Partners Coefficient (-8.0000%)	\$(3,630.30)	Builders Risk Insurance ()
Nonpriced Line Items		Estimate Grand Total
Non Prepriced Markup (Subcontractor Quote) (15.0000%)		
Material, Labor, and Equipment Totals (No Totalling Components)		
Material:	\$10,561.52	
Labor:	\$36,733.93	
Equipment:	\$3,577.61	
Other:	\$(0.01)	
Laborhours:	376.12	
Green Line Items:1	\$495.00	
Grand Total		\$42,792.17

Final Estimate

Estimator: Wayne Bryant		HCDE - High Point East - HS Roofing Repairs			
Item	Description	UM	Quantity	Unit Cost	Total Book
1 01-31-13-20-0160	Field personnel, general purpose laborer, average	Week	1.4000	\$2,650.00	\$3,710.00 RSM19eFAC L, O&P
2 01-31-13-20-0200	Field personnel, project manager, average	Week	0.5000	\$4,000.00	\$2,000.00 RSM19eFAC L, O&P
3 01-31-13-20-0260	Field personnel, superintendent, average	Week	0.5000	\$3,725.00	\$1,862.50 RSM19eFAC L, O&P
4 01-54-33-40-2055-1	Hourly operating cost for general equipment rental, without operators, forklift, pneumatic tire, all terrain, telescoping boom, diesel, 6600 lb., 29' reach, 42' lift	Ea.	35.0000	\$23.21	\$812.35 RSM19eFAC E, O&P
5 01-54-33-40-2055-3	Rent per week for general equipment rental, without operators, forklift, pneumatic tire, all terrain, telescoping boom, diesel, 6600 lb., 29' reach, 42' lift	Ea.	1.0000	\$1,320.00	\$1,320.00 RSM19eFAC E, O&P
6 01-54-33-40-5450-1	Hourly operating cost for general equipment rental, without operators, pump, pressure washer, 5 GPM, 3000 PSI 3*8 = 24.00	Ea.	24.0000	\$4.27	\$102.48 RSM19eFAC E, O&P
7 01-54-33-40-5450-2	Rent per day for general equipment rental, without operators, pump, pressure washer, 5 GPM, 3000 PSI	Ea.	4.0000	\$58.85	\$235.40 RSM19eFAC E, O&P
8 01-54-36-50-1200	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, small equipment, placed in rear of, or towed by pickup truck Roof mobilization / demobilization HVAC mobilization / demobilization	Ea.	6.0000	\$196.00	\$1,176.00 RSM19eFAC L, E, O&P
9 01-54-36-50-1400	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, equipment hauled on towed trailer, 20-ton capacity	Ea.	2.0000	\$865.00	\$1,730.00 RSM19eFAC L, E, O&P
10 01-74-13-20-0100	Cleaning up, cleanup of floor area, final by General Contractor at end of job (14500+1500)/1000 = 16.00	M.S.F.	16.0000	\$112.00	\$1,792.00 RSM19eFAC M, L, E, O&P
11 02-41-19-19-0800	Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 30 C.Y. capacity, 7 tons	Week	1.0000	\$800.00	\$800.00 RSM19eFAC M, O&P
12 02-41-19-19-2040	Selective demolition, rubbish handling, the following are to be added to the demolition prices. Load, haul, dump and return, 0' to 100' haul, hand carried	C.Y.	25.0000	\$64.00	\$1,600.00 RSM19eFAC L, O&P
13 02-41-19-20-0100	Selective demolition, dump charges, typical urban city, tipping fees only, building construction materials	Ton	5.0000	\$81.00	\$405.00 RSM19eFAC M, O&P
14 06-05-23-40-3100	Sheet metal screws, stainless steel, with aluminum or neoprene washers, #14 x 2", plain	C	10.0000	\$24.50	\$245.00 RSM19eFAC M, O&P
15 06-11-10-30-5960	Roof framing, roof curbs, untreated, 2" x 6" Three RTU Curbs Rotated to not block water flow on roofing. 3*2*5 = 30.00	L.F.	30.0000	\$3.35	\$100.50 RSM19eFAC M, L, O&P
16 07-05-05-10-0220	Selective demolition, thermal and moisture protection, flashing, sheet metal High Roof Parapet Cap Removal + Low Roof Wall Cap + Low Roof Metal Edging + Scupper removal and cutting to allow for proper drainage	S.F.	1,546.0000	\$1.83	\$2,829.18 RSM19eFAC L, O&P

Final Estimate

Estimator: Wayne Bryant HCDE - High Point East - HS Roofing Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
17	07-05-05-10-4320 (((.5+1+.5)*593)+((.5+2+.5)*25)+(105)+(9*20)) = 1,546.00 Selective demolition, thermal and moisture protection, roofing, single ply membrane, attached at seams Removal of roofing membrane at curbs to be rotated to prevent water drainage issues.	Sq.	4.0000	\$51.50	\$206.00	RSM19eFAC L, O&P
18	07-05-05-10-9000 Selective demolition, thermal and moisture protection, minimum labor/equipment charge	Job	1.0000	\$265.00	\$265.00	RSM19eFAC L, O&P
19	07-21-13-10-1650 Rigid insulation, for walls, isocyanurate, 4' x 8' sheet, foil faced, both sides, 1-1/2" S.F. thick Added iso board insulation to create crickets where needed to prevent ponding. 300 = 300.00	S.F.	300.0000	\$1.65	\$495.00	RSM19eFAC Gm, M, L, O&P
20	07-54-23-10-0200 Thermoplastic polyolefin roofing (T.P.O.), 60 mil membrane, heat welded seams, Sq. fully adhered New TPO at Roof Curbs and flashing	Sq.	4.0000	\$222.00	\$888.00	RSM19eFAC M, L, E, O&P
21	07-65-10-10-0200 Sheet metal flashing and counter flashing, including up to 4 bends, aluminum, mill finish, .040" thick High Roof Parapet Cap + Low Roof Wall Cap (((.625+1.2+.5)*600)+((.625+2+.5)*25)) = 1,473.13	S.F.	1,473.1250	\$6.90	\$10,164.56	RSM19eFAC M, L, O&P
22	07-65-10-10-0200-0400 Sheet metal flashing and counter flashing, painted finish, add (Modified using 07-65-10-10-0400) (((.625+1.2+.5)*600)+((.625+2+.5)*25)) = 1,473.13	S.F.	1,473.1250	\$0.36	\$530.33	RSM19eFAC M, O&P
23	07-65-10-10-9326 Sheet metal flashing and counter flashing, including up to 4 bends, steel sheets, galvanized, 26 gauge Rework of hooded curbs to prevent water entry	S.F.	250.0000	\$5.20	\$1,300.00	RSM19eFAC M, L, O&P
24	07-71-19-10-0400 Gravel stop, aluminum, .050" thick, 6" face height, painted	L.F.	105.0000	\$15.35	\$1,611.75	RSM19eFAC M, L, O&P
25	09-91-03-30-0800 Exterior surface preparation, siding, pressure wash, based on 2500 lbs. operating pressure, aluminum or vinyl Line item used for pressure washing roofing membrane. 14500+1500 = 16,000.00	S.F.	16,000.0000	\$0.20	\$3,200.00	RSM19eFAC L, E, O&P
26	23-05-05-10-0190 HVAC demolition, air conditioner, rooftop, self contained, up to 5 ton Disconnection and rework of line sets to correct slope of lines to prevent water intrusion.	Ea.	6.0000	\$655.00	\$3,930.00	RSM19eFAC L, O&P
27	23-05-05-10-5090 HVAC demolition, remove refrigerant from system 4 Lbs of refrigerant per ton * four units to be removed to rework linesets to slope opposite the hooded curbs to prevent water entry. Six units (4*5)*6 = 120.00	Lb.	120.0000	\$19.85	\$2,382.00	RSM19eFAC L, O&P
28	23-05-05-10-9000 HVAC demolition, minimum labor/equipment charge	Job	1.0000	\$740.00	\$740.00	RSM19eFAC L, O&P
29	23-74-33-10-1140 Rooftop air conditioners, including standard controls, curb, and economizer, single zone, electric cool, gas heat, 5 ton cooling, 112 MBH heating RTU re-installation / curb mount after reworking linesets to slope away from hood to prevent water intrusion - 6 RTU total - quantity	Ea.	0.6000	\$7,400.00	\$4,440.00	RSM19eFAC M, L, O&P

Final Estimate

Estimator: Wayne Bryant

HCDE - High Point East - HS Roofing Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
	is adjusted to allow for labor cost only as RTUs are existing. 6* .1 = 0.60					

Estimate Grand Total

42,792.17



HARRIS COUNTY DEPARTMENT OF EDUCATION CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐ Assistant Superintendent ☒

SECTION 1 – CONTRACT INFORMATION				
Funding Division Facilities	Today's Date 5/6/19	# Original Contracts	Expenditure/Revenue Budget Account Code (20 digits) 19998160799087 66290000	
Contracting Party Facilities Sources		RFP # (if applicable) 16/054JN-04	Is Contracting Party an Employee of HCDE? If yes, which division? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: High School Building Re-Roof /Roofing Repairs at HCDE's HighPoint East Location				
Type of Contract Job Order Contract	Contract Fiscal Year 2018-2019	HCDE Contract? Yes (HCDE Contract)	Term From: 5/6/2019 To: 8/31/2019	
SECTION 2 – CONTRACT TYPE				
Expenditure contract greater than, or equal to \$50,000 (Needs Board Approval)			Amount: 145020.17	
SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY				
The Board has approved entering into this contract for political/lobbying services. <input checked="" type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes – Click here to enter a date.				
SECTION 4 – CONTRACT REVIEW CHECKLIST				
<input type="checkbox"/> This contract was previously reviewed by HCDE attorney (Note that all templates have been reviewed by attorney) – Skip to Section 5				
<input type="checkbox"/> 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.				
<input type="checkbox"/> This contract was reviewed by Purchasing.				
<input type="checkbox"/> This contract was reviewed by Technology _____ (initials)				
<input checked="" type="checkbox"/> This contract was reviewed by Facilities JMC _____ (initials)				
SECTION 5 – REQUIRED 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. Acknowledge by checking box and signing below.				
Employee Completing this form Julie Carson	Date 5/8/2019	Funding Division Director <input type="checkbox"/>	Date 5/8/19	
Submit a two-part NCR copy to Purchasing along with the signed original contracts				

RECEIVED
PURCHASING D
MAY 8, 2019 PM

FOR PURCHASING DIVISION USE ONLY:	
Contract Reviewer:	Date:
<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 type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input type="checkbox"/> Signed by Assistant Superintendent Date: _____
<input type="checkbox"/> Board Information Item Date: _____	<input type="checkbox"/> Returned to Division or: _____
<input 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 type="checkbox"/> Expenditure Contract (For Approval Only) Date: _____	
NOTES:	

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 Facilities Sources ("Contractor"), whose main office address is 13124 Player St., Houston, Texas 77045 for Job Order Contracting Services, effective as of May 6th, 2019(date).

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 # 16/054JN-04, 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 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 #16/054JN-4, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract #16/054JN-4, 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 into 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 #16/054JN-04.

1.8 The term "Coefficient Multiplier" means the numerical factor required to be applied pursuant to Contractor's award under Choice Partners Contract #16/054JN-04 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) years and shall be effective May 6th, 2019 (date) through August 31st, 2019 (date). 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 \$145,020.17. 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.

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 Construction Director/Joe Carreon 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 ensure 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 thirty (30) days of receipt of invoice. If payment is later than forty-five (45) days, interest will be set no higher than six percent (6%) per annum. 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 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 five percent (5%) of the estimated amount until final completion and acceptance of all Work performed under the Job Order. 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.

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.

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 affect 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 affect 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) within ten (10) days of 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:

Julie Carson
Harris Cty Dept of Education
6005 Westview
Houston, Texas 77055

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 provisions(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 deliver 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 Dept of Education
6300 Irvington Blvd
Houston, Texas 77022

24.2.2 With Copies to:

24.2.3 If to Contractor: Facilities Sources _____ (Company Name)
13124 Player St Address)
Houston, Texas 77045 (City, State, Zip Code)
Tracy Foster/Wayne Bryant (Contact Person)
713-337-5726 (Office)

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 # 16/054JN-04, including any addenda thereto;
- g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract #16/054JN-04.

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.

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above.

OWNER Harris County Department of Education

By: _____
Name: _____ Date _____
Title: _____

CONTRACTOR Facilities Sources

By: Wayne E. Brant
Name: WAYNE E. BRANT 05/07/19
Title: PROJECT MANAGER 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 Facilities Sources (Job Order Contractor) dated May 6th, 2019; and shall become part of the Contract upon execution by Owner. 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:
Renovate the re-roof at the High School Building at 8003 East Sam Houston Pkwy/HP East – see attached quote dated April 3rd for the full Scope of Work.

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 August 31st, 2019. The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be n/a. The Date of Commencement is: June 19th, 2019; the date on which both parties duly execute this Job Order or n/a 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) Harris County Department of Education's ABS East Campus
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$145,020.17, as specified in the Job Order Proposal attached hereto as Exhibit 1.
5. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any completed Work under this Job Order is: Joe Carreon/ Construction Director.

AUTHORIZED AND ACCEPTED:

JOB ORDER CONTRACTOR/Facilities Sources

By: Wayne E. Bryant
Name: WAYNE E. BRYANT
Title: Project Manager

Date: 05/07/19

OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A: Contractor's Job Order Proposal, dated April 3rd, 2019

ent 9/6/19



**FACILITIES
SOURCES**



April 3, 2019
Ltr. No.: 018-1691-WB

Joe Carreon
Director of Construction Facilities Support Services
Harris County Department of Education
6300 Irvington
Houston, Texas 77022

Contract No. 16/054JN-04 Harris County Department of Education
Subject: Job Order Proposal for RFP TO-101-87-22644-R1

Project Location: HCDE – High Point School East
Project Title: High School Building Re-Roof / Roofing Repairs

Dear Mr. Carreon,

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal scope of work is per our site walks in January and February of 2019. The scope of work has been broken out into two separate proposal amounts including the following: Re-roof High School Building and Repair High School Roof. This proposal was prepared using RS Means Facilities Cost Data 2019. See detailed estimate and the scope sheet attached.

Option #1 – Re-Roof High School Building

The proposed price prior to bonding is: \$ 141,483.09
The reimbursable bond cost is: \$ 3,537.08
The Grand Total Fixed Price is: \$ 145,020.17

Material and Equipment is: \$ 52,778.68
Labor w/OH&P is: \$ 88,704.41

Option #2 – Repair High School Building Roof

The proposed price prior to bonding is: \$ 41,748.46
The reimbursable bond cost is: \$ 1,043.71
The Grand Total Fixed Price is: \$ 42,792.17

Material and Equipment is: \$ 11,603.13
Labor w/OH&P is: \$ 30,145.33

The proposed project duration is 60 days after funding approval and access is granted.
This proposal is good for 30 days from the above date.

Please direct any questions to Wayne Bryant at 713-337-5721.

Sincerely,

Wayne Bryant
Project General Manager

Attachments: Scope Letter & Cost Estimates

Notice to Proceed (NTP) Approved by: _____ Date: _____

Dura Pier Facilities Services, LTD 13124 Player St. Houston, Texas 77045
Phone: (713) 337-5700 Fax: (713) 721-3788



**FACILITIES
SOURCES**



April 3, 2019

SCOPE OF WORK

LOCATION: Harris County Department of Education
PROJECT NAME: High Point School East – Re-Roof / Roof Repairs
RFP: TO-101-87-22644

Project Summary:

Facilities Sources will provide all labor, material and equipment to renovate the re-roof the High School Building / Repair the roofing at the High School Building at 8003 East Sam Houston Parkway North, Houston, Texas to one storage building.
The detailed scope per building is as follows:

Re-Roof Detailed Scope Includes:

1. Scope includes removing all demoed materials off site.
2. Remove and dispose of metal coping cap at high roof.
3. Remove and dispose of metal coping cap at low roof wall.
4. Remove and dispose of metal roof edging at low roof.
5. Remove and dispose of existing TPO single ply roofing.
6. Inspect and repair / prepare existing deck for new roofing system.
7. Furnish and install additional 1.5" ISO insulation (mechanically attached per manufacturer's recommendations). This is required to comply with the IECC roofing requirements of R-25.
8. Replace all curb flashings and base flashings with new .60 mil TPO membrane per manufacturer's written details.
9. Furnish and install one layer of Johns Mansville .60 mil TPO membrane over new ISO insulation per manufacturer's specifications.
10. Heat weld all TPO membrane seams with mechanized welder per manufacturer's specifications.
11. Furnish and install new pre-finished metal roof edging at low roof and strip in roofing plies per manufacturer's specifications.
12. Furnish and install new pre-finished metal coping around perimeter of high roof area.
13. Furnish and install new pre-finished metal coping at the low roof wall.
14. Remove and replace hooded roof curbs / pitch pans with new.
15. Remove and reinstall three RTU roof curbs oriented with the roof drainage direction to prevent ponding.
16. Disconnect and remove three roof mounted fans for the installation of the new roofing membrane and flashing and reinstall after roofing work.
17. Disconnect all twelve RTUs for the installation of the new roofing membrane and flashing and reinstall after roofing work.
18. Remove all existing RTU refrigerant line insulation and install new insulation.
19. At six RTUs – remove refrigerant and reconfigure refrigerant lines to slope away from the hooded roof curbs to prevent water intrusion. Reconnection of units and startup of units to be completed after roofing scope at locations.

Re-Roof Detailed Scope Includes:

1. Scope includes removing all demoed materials off site.

Dura Pier Facilities Services, LTD 13124 Player St. Houston, Texas 77045
Phone: (713) 337-5700 Fax: (713) 721-3788



2. Remove and dispose of metal coping cap at high roof.
3. Remove and dispose of metal coping cap at low roof wall.
4. Remove and dispose of metal roof edging at low roof.
5. Pressure wash roofing membrane to remove built up debris.
6. Furnish and install new pre-finished metal roof edging at low roof and strip in roofing plies per manufacturer's specifications.
7. Furnish and install new pre-finished metal coping around perimeter of high roof area.
8. Furnish and install new pre-finished metal coping at the low roof wall.
9. Remove and reinstall three RTU roof curbs oriented with the roof drainage direction to prevent ponding.
10. Remove nine existing roof scuppers and reinstall at a lower elevation to prevent ponding at the scupper locations at the roof edge.
11. At six RTUs – remove refrigerant and reconfigure refrigerant lines to slope away from the hooded roof curbs to prevent water intrusion. Reconnection of units and startup of units to be completed after roofing scope at locations.

Qualifications:

1. No removal or handling of any hazardous materials is included in this proposal.
2. Permitting of project is included in this proposal.
3. All work will be performed per local, State and National building codes.
4. All new materials and labor (other than roofing membrane) is warranted for 2 years unless otherwise agreed upon.
5. All new TPO membrane materials and labor is warranted with a 20 year NDL Warranty.



**FACILITIES
SOURCES**

Final Estimate
Wayne Bryant
Facilities Sources

16/054JN-04 - HCDE (Choice Partners) - Option #1 - 8/16/2018 to 8/15/2019
HCDE - High Point East - HS Roofing - 87-22644
Wayne Bryant

Estimator: Wayne Bryant

HCDE - High Point East - HS Re-Roof

Totalling Components

Price Line Items	\$172,405.80	Total Construction Cost	\$141,483.09
RSMMeans HOUSTON, TX CCI 2019Q1, 89.20%	\$18,619.83	Payment and or Performance Bond (2.5000%)	\$3,537.08
Choice Partners Coefficient (-8.0000%)	\$12,302.88	Builders Risk Insurance ()	
Nonpriced Line Items		Estimate Grand Total	\$145,020.17
Non Priced Markup (Subcontractor Quote) (15.0000%)			

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$57,801.15
Labor:	\$108,094.19
Equipment:	\$6,510.48
Other:	\$(0.02)
Laborhours:	1,253.67
Green Line Items:2	\$32,006.25

Grand Total

\$145,020.17

Final Estimate

Estimator: Wayne Bryant

HCDE - High Point East - HS Re-Roof

Item	Description	UM	Quantity	Unit Cost	Total	Book
1 01-31-13-20-0160	Field personnel, general purpose laborer, average	Week	2.0000	\$2,650.00	\$5,300.00	RSM19eFAC L, O&P
2 01-31-13-20-0200	Field personnel, project manager, average	Week	0.5000	\$4,000.00	\$2,000.00	RSM19eFAC L, O&P
3 01-31-13-20-0260	Field personnel, superintendent, average	Week	1.0000	\$3,725.00	\$3,725.00	RSM19eFAC L, O&P
4 01-54-33-40-2055-1	Hourly operating cost for general equipment rental, without operators, forklift, pneumatic tire, all terrain, telescoping boom, diesel, 6600 lb., 29' reach, 42' lift	Ea.	60.0000	\$23.21	\$1,392.60	RSM19eFAC E, O&P
5 01-54-33-40-2055-3	Rent per week for general equipment rental, without operators, forklift, pneumatic tire, all terrain, telescoping boom, diesel, 6600 lb., 29' reach, 42' lift	Ea.	2.0000	\$1,320.00	\$2,640.00	RSM19eFAC E, O&P
6 01-54-36-50-1200	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, small equipment, placed in rear of, or towed by pickup truck Roofing mobilization / demobilization HVAC mobilization / demobilization	Ea.	4.0000	\$195.00	\$784.00	RSM19eFAC L, E, O&P
7 01-54-36-50-1400	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, equipment hauled on towed trailer, 20-ton capacity	Ea.	2.0000	\$865.00	\$1,730.00	RSM19eFAC L, E, O&P
8 01-74-13-20-0100	Cleaning up, cleanup of floor area, final by General Contractor at end of job (14500+1500)/1000 = 16.00	M.S.F.	16.0000	\$112.00	\$1,792.00	RSM19eFAC M, L, E, O&P
9 02-41-19-19-0800	Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 30 C.Y. capacity, 7 tons	Week	2.0000	\$800.00	\$1,600.00	RSM19eFAC M, O&P
10 02-41-19-19-2040	Selective demolition, rubbish handling, the following are to be added to the demolition prices. Load, haul, dump and return, 0' to 100' haul, hand carried	C.Y.	45.0000	\$64.00	\$2,880.00	RSM19eFAC L, O&P
11 02-41-19-20-0100	Selective demolition, dump charges, typical urban city, tipping fees only, building construction materials	Ton	14.0000	\$81.00	\$1,134.00	RSM19eFAC M, O&P
12 06-05-23-40-3100	Sheet metal screws, stainless steel, with aluminum or neoprene washers, #14 x 2", plain	C	10.0000	\$24.50	\$245.00	RSM19eFAC M, O&P
13 06-11-10-30-5960	Roof framing, roof curbs, untreated, 2' x 6" Three RTU Curbs Rotated to not block water flow on roofing. 3*2*5 = 30.00	L.F.	30.0000	\$3.35	\$100.50	RSM19eFAC M, L, O&P
14 06-16-36-10-0802	Sheathing, plywood on walls, with exterior CDX, 3/4" thick Parapet wall sheathing replacement due to water damage 600*3 = 1,800.00	S.F.	1,800.0000	\$2.40	\$4,320.00	RSM19eFAC M, L, O&P
15 06-16-43-10-0020	Gypsum sheathing, gypsum, weatherproof, 1/2" thick Repair / Replace damaged Recovery board. 32*30 = 960.00	S.F.	960.0000	\$1.69	\$1,622.40	RSM19eFAC M, L, O&P
16 07-05-05-10-0220	Selective demolition, thermal and moisture protection, flashing, sheet metal	S.F.	1,866.0000	\$1.83	\$3,414.78	RSM19eFAC L, O&P

Final Estimate

Estimator: Wayne Bryant		HCDE - High Point East - HS Re-Roof			
Item	Description	UM	Quantity	Unit Cost	Total Book
17	High Roof Parapet Cap Removal + Low Roof Wall Cap + Low Roof Metal Edging + Pitch Pans (((5+1+5)*593)+((5+2+.5)*25)+(105)+(500)) = 1,866.00				
17	07-05-10-4320 Selective demolition, thermal and moisture protection, roofing, single ply membrane, attached at seams Upper Roof + Lower Roof + Parapet + Base and Curb Flashing (((14500/100)+(1400/100))+((600*4)/100))+((600*2)/100))*1.15 = 224.25	Sq.	224.2500	\$51.50	\$11,548.88 RSM19eFAC L O&P
18	07-05-10-9000 Selective demolition, thermal and moisture protection, minimum labor/equipment charge	Job	1.0000	\$265.00	\$265.00 RSM19eFAC L O&P
19	07-21-13-10-1650 Rigid insulation, for walls, isocyanurate, 4' x 8' sheet, foil faced, both sides, 1-1/2" S.F. thick Added 1.5" ISO insulation to achieve IECC Roofing R Rating (14500+1400)*1.15 = 18,285.00	S.F.	18,285.0000	\$1.65	\$30,170.25 RSM19eFAC Gm. M, L, O&P
20	07-51-13-30-0012 Cants, lumber, treated, 4" x 4" cut diagonally	L.F.	600.0000	\$4.12	\$2,472.00 RSM19eFAC M, L O&P
21	07-54-23-10-0200 Thermoplastic polyolefin roofing (T.P.O.), 60 mil membrane, heat welded seams, fully adhered Upper Roof + Lower Roof + Parapet + Base and Curb Flashing Johns Mansville .60 Mil TPO - 20 Year Warranty (((14500/100)+(1400/100))+((600*4)/100))+((600*2)/100))*1.15 = 224.25	Sq.	224.2500	\$222.00	\$49,783.50 RSM19eFAC M, L, E, O&P
22	07-65-10-10-0200 Sheet metal flashing and counter flashing, including up to 4 bends, aluminum, mill finish, .040" thick High Roof Parapet Cap + Low Roof Wall Cap (((625+1.2+.5)*600))+((.625+2+.5)*25)) = 1,473.13	S.F.	1,473.1250	\$6.90	\$10,164.56 RSM19eFAC M, L O&P
23	07-65-10-10-0200-0400 Sheet metal flashing and counter flashing, painted finish, add (Modified using 07 -65-10-10-0400) (((625+1.2+.5)*600))+((.625+2+.5)*25)) = 1,473.13	S.F.	1,473.1250	\$0.36	\$530.33 RSM19eFAC M, O&P
24	07-65-10-10-9326 Sheet metal flashing and counter flashing, including up to 4 bends, steel sheets, galvanized, 26 gauge Install new pitch pans / hooded curbs at refrigerant lines.	S.F.	400.0000	\$5.20	\$2,080.00 RSM19eFAC M, L O&P
25	07-71-19-10-0400 Gravel stop, aluminum, .050" thick, 6" face height, painted	L.F.	105.0000	\$15.35	\$1,611.75 RSM19eFAC M, L O&P
26	07-72-33-10-9000 Roof hatch options, minimum labor/equipment charge Rework membrane around roof hatch.	Job	1.0000	\$665.00	\$665.00 RSM19eFAC L O&P
27	07-92-13-20-3655 Caulking and sealant options, polyurethane, 1 or 2 component, bulk, in place, 1/2" x 1/4"	L.F.	175.0000	\$2.71	\$474.25 RSM19eFAC M, L O&P
28	22-14-26-13-3920 Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 6" pipe size Ea. Roof drain and overflow drain body on lower roof.	Ea.	2.0000	\$1,025.00	\$2,050.00 RSM19eFAC M, L O&P
29	23-05-05-10-0190 HVAC demolition, air conditioner, rooftop, self contained, up to 5 ton Disconnection / Elevation of existing RTUs to allow for roofing membrane / curb work during re-roofing	Ea.	12.0000	\$655.00	\$7,860.00 RSM19eFAC L O&P

Final Estimate

Estimator: Wayne Bryant		HCDE - High Point East - HS Re-Roof			
Item	Description	UM	Quantity	Unit Cost	Total Book
30 23-05-05-10-2124	HVAC demolition, fans, 1-1/2 thru 10 H.P. or 20,000 CFM Disconnect / Removal of Exhaust Fans to allow for installation of new roofing membrane and curb work.	Ea.	3.0000	\$260.00	\$780.00 RSM19eFAC L, O&P
31 23-05-05-10-5090	HVAC demolition, remove refrigerant from system 4 Lbs of refrigerant per ton * six units to be removed to rework linesets to slope opposite the hooded curbs to prevent water entry. Six units (4*5)*7 = 140.00	Lb.	140.0000	\$19.85	\$2,779.00 RSM19eFAC L, O&P
32 23-05-05-10-9000	HVAC demolition, minimum labor/equipment charge Remove existing line set insulation.	Job	2.0000	\$740.00	\$1,480.00 RSM19eFAC L, O&P
33 23-07-16-10-2430	HVAC equipment thermal insulation, calcium silicate block, + 200° F to + 1200° F, on plane surfaces, 1-1/2" thick 12*10 = 120.00	S.F.	120.0000	\$15.30	\$1,836.00 RSM19eFAC Grn, M, L, O&P
34 23-34-16-10-3560	Centrifugal type HVAC fans, centrifugal, airfoil, motor and drive, complete, 4,000 CFM, 3 H.P. Roof Fan re-installation after roofing membrane work at curb - three fans total - quantity is adjusted to allow for labor cost only as fans are existing 3*.18 = 0.54	Ea.	0.5400	\$4,250.00	\$2,295.00 RSM19eFAC M, L, O&P
35 23-74-33-10-1140	Rooftop air conditioners, including standard controls, curb, and economizer, single zone, electric cool, gas heat, 5 ton cooling, 112 MBH heating RTU re-installation / curb mount after roofing membrane work at curb - 12 RTU total - quantity is adjusted to allow for labor cost only as RTUs are existing. 12*.1 = 1.20	Ea.	1.2000	\$7,400.00	\$8,880.00 RSM19eFAC M, L, O&P
Estimate Grand Total					145,020.17

ATTACHMENT B
OWNER'S ADOPTED PREVAILING WAGE RATES

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

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.

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, \$80 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.

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

March 1, 2016

Texas Gulf Coast Area

Classification	Hourly Rate
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.18
Insulators	\$16.10
Ironworkers	\$18.14
Laborers, General	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.53
Millwrights	\$20.68
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$25.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.46
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc., in strict accordance with the Texas Government Code, Chapter 2259.

**Prevailing Wage Rates
Worker Classification Definition Sheet**

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Cabinetmaker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who finishs, trowels and finishes concrete.
Data Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems & HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing 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-hoe, back-filler, power operated shovel, wheel truck, all trenching machines.
Insulator	Worker who applies, repairs or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, forklift, concrete mixer (less than 1000), conveyor.
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 & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofing / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

Regular Board Meeting**7.H.****Meeting Date:** June 19, 2019**Title:** Equipment Purchase for Infrastructure Upgrade**Submitted For:** Lowell Ballard, Technology**Submitted By:** Simone Llorens**Recommended Action:****Additional Resource****Personnel:****HCDE Goal(s):****Facilities/Technology****Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval of contract with CDW-G (Job. No.18/056KD-13) for the purchase of Network Infrastructure upgrade/ replacement equipment for Head Start and HCDE Schools in an amount not to exceed \$60,000. (Technology budget using allocated e-rate reimbursement funds).

Subject:

Equipment Purchase for Infrastructure Upgrade

Rationale:

To maintain network reliability and accessibility at Head Start Centers and HCDE Schools.

Fiscal Impact**Attachments**

Quote

Quote

Form Review**Inbox**

Technology

Chief Information Officer

Purchasing Alternate

Purchasing

Assistant Superintendent - Business

Form Started By: Simone Llorens

Final Approval Date: 06/03/2019

Reviewed By

Lowell Ballard

Danielle Clark

Inga Ash

Bill Monroe

Jesus Amezcua

Date

05/28/2019 02:56 PM

05/28/2019 04:09 PM

05/31/2019 10:36 AM

05/31/2019 12:48 PM

06/03/2019 11:19 AM

Started On: 05/23/2019 03:46 PM

QUOTE CONFIRMATION



DEAR NATHANIEL JONES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KQRH644	5/28/2019	E-RATE UPS ONLY - QTY 3	1877965	\$3,659.22

QUOTE DETAILS				
ITEM	QTY	CDW #	UNIT PRICE	EXT. PRICE
Tripp Lite 2200VA 1920W UPS Smart Lithium Ion LiFePO4 AVR LCD USB DB9 2URM Mfg. Part#: SMART2200RM2UL UNSPSC: 39121011 TAX: HOUSTON, TX .0000% \$.00 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	3	4717855	\$1,219.74	\$3,659.22

PURCHASER BILLING INFO		SUBTOTAL	\$3,659.22
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms: Request Terms		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$3,659.22
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: HARRIS COUNTY DEPT. OF EDUCATION TECHNOLOGY 6005 WESTVIEW DR HCDE WAREHOUSE HOUSTON, TX 77055 Shipping Method: DROP SHIP-GROUND			

Need Assistance? CDW•G SALES CONTACT INFORMATION



Soph Khoeun

(877) 823-5948

sophkho@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR NATHANIEL JONES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KQRN354	5/28/2019	E-RATE CISCO SWITCHES QTY 8	1877965	\$51,943.20

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable</u> Mfg. Part#: C9300-48P-EDU UNSPSC: 43222612 ** Includes PWR-C1-715WAC (715W AC Config 1 Power Supply) ** Contract: HCDE/CP Catalog Agreement (18/056KD-13)	8	4913914	\$5,207.20	\$41,657.60
<u>Cisco Network Advantage - Term License - 48 ports</u> Mfg. Part#: C9300-NW-A-48-EDU UNSPSC: 43233204 TAX: HOUSTON, TX .0000% \$.00 Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (18/056KD-13)	8	4913915	\$1,196.00	\$9,568.00
<u>Cisco StackWise 480 - stacking cable - 1.6 ft</u> Mfg. Part#: STACK-T1-50CM UNSPSC: 26121609 TAX: HOUSTON, TX .0000% \$.00 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	8	4752735	\$46.00	\$368.00
<u>Cisco StackPower - power cable - 1 ft</u> Mfg. Part#: CAB-SPWR-30CM UNSPSC: 26121636 TAX: HOUSTON, TX .0000% \$.00 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	8	4752739	\$43.70	\$349.60

PURCHASER BILLING INFO		SUBTOTAL	\$51,943.20
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms: Request Terms		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$51,943.20
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: HARRIS COUNTY DEPT. OF EDUCATION NATHANIEL JONES-TECHNOLOGY 6005 WESTVIEW DR HCDE WAREHOUSE HOUSTON, TX 77055 Shipping Method: DROP SHIP-GROUND			

Regular Board Meeting

7.I.

Meeting Date: June 19, 2019**Title:** Purchase Laptops, Software and Servers**Submitted For:** Lowell Ballard, Technology**Submitted By:** Simone Llorens**Recommended Action:****Additional Resource****Personnel:****HCDE Goal(s):****Facilities/Technology****Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval of purchase with CDW-G for replacement assets including (64) Lenovo laptop computers for Highpoint East and Technology, (12) micro surface computers for Highpoint East, Technology, Communications and Facilities and (8) servers for Technology, in an amount not to exceed \$192,697. (Funding available in the FY 19 budget for replacement assets).

Subject:

Purchase Laptops, Software and Servers

Rationale:

Various divisions are purchasing computers to replace equipment within HP East, Technology, Communications and Facilities divisions.

Servers are being added to provide a backup system for the NPO (Wolfe Building) location which will provide redundancy for the servers in the Reagan Building.

Software to be purchased includes Provance and MSDynamic365 for use department-wide.

General Fund for dollars will be used for all purchases.

Fiscal Impact**Attachments**

Provance Software

MS Dyanamics 365

Laptop Replacement training rooms

CDWG 1

CDWG 2

Technology Servers Upgrade

HighPoint East-Computers

Communications

Facilities

Form Review**Inbox**

Technology

Chief Information Officer

Purchasing Alternate

Reviewed By

Lowell Ballard

Danielle Clark

Inga Ash

Date

05/28/2019 02:56 PM

05/28/2019 04:06 PM

05/31/2019 10:33 AM

QUOTE CONFIRMATION



DEAR LOWELL BALLARD,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KPVP512	5/8/2019	PROVANCE	1877965	\$28,800.00

IMPORTANT - PLEASE READ

Special Instructions: ** NOTES **

1. You require one (1) End User license for each user requiring access to the ITSM application.
2. Subscriptions are prepaid in advance based on the agreement term.
3. Provance ITSM requires underlying licenses of Microsoft Dynamics 365 which are not included.
4. Training is non-refundable and must be completed within 12 months of purchase.
5. Upon acceptance of this quote, you grant Provance the right to list your company name as a Provance customer.

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ACAD PROVANCE ITSM USER SUB 1Y Mfg. Part#: ITSM-S12E Description: Provance ITSM User License - 1 year Subscription Education (Minimum 50 users) ** Contract: HCDE/CP Catalog Agreement (18/056KD-13) Electronic distribution - NO MEDIA Contract: MARKET	50	5551660	\$288.00	\$14,400.00
NEW ITEMS DO NOT PICK THIS LINE Mfg. Part#: NEW-ITEM Mfr# ITSM-PSE Description: ITSM - Professional Services (per hour) ** Contract: HCDE/CP Catalog Agreement (18/056KD-13) Contract: MARKET	64	NEW-ITEM	\$225.00	\$14,400.00
NEW ITEMS DO NOT PICK THIS LINE Mfg. Part#: NEW-ITEM Mfr# DEPLM Description: Provance Deployment Material License (No Charge) ** Contract: HCDE/CP Catalog Agreement (18/056KD-13) Contract: MARKET	1	NEW-ITEM	\$0.00	\$0.00

PURCHASER BILLING INFO	SUBTOTAL	\$28,800.00
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms: Request Terms	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$28,800.00
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: HARRIS COUNTY DEPT. OF EDUCATION TECHNOLOGY 6005 WESTVIEW DR HCDE WAREHOUSE HOUSTON, TX 77055 Shipping Method: DROP SHIP-GROUND		

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Soph Khoeun	(877) 823-5948	sophkho@cdwg.com

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QUOTE CONFIRMATION



DEAR LOWELL BALLARD,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KPWJ050	5/9/2019	MS DYNAMICS365 PRORATE 8MONTHS	1877965	\$9,897.16

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Dynamics 365 for Customer Service, Enterprise Edition - subscript Mfg. Part#: DEG-00003-8MO Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (18/056KD-13)	25	5284496	\$360.90	\$9,022.50
Microsoft Dynamics 365 Plan 1, Enterprise edition - subscription license - Mfg. Part#: DFM-00002-8MO Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (18/056KD-13)	2	4720415	\$437.33	\$874.66
NEW ITEMS DO NOT PICK THIS LINE Mfg. Part#: NEW-ITEM Mfr# LXP-00001 Description: Dyn365E for Self Serve EDU ** Contract: HCDE/CP Catalog Agreement (18/056KD-13) Contract: MARKET	1250	NEW-ITEM	\$0.00	\$0.00

PURCHASER BILLING INFO		SUBTOTAL	\$9,897.16
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms: Request Terms		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$9,897.16
		DELIVER TO Shipping Address: HARRIS COUNTY DEPT. OF EDUCATION TECHNOLOGY 6005 WESTVIEW DR HCDE WAREHOUSE HOUSTON, TX 77055 Shipping Method: DROP SHIP-GROUND	
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Soph Khoeun

(877) 823-5948

sophkho@cdwg.com

QUOTE CONFIRMATION



DEAR MONICA TOLBERT GARCIA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1BYD3VQ	4/30/2019	TECHNOLOGY	1877965	\$36,717.75

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkPad E580 - 15.6" - Core i5 8250U - 8 GB RAM - 256 GB SSD Mfg. Part#: 20KS003SUS UNSPSC: 43211503 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	45	4921594	\$815.95	\$36,717.75

PURCHASER BILLING INFO		SUBTOTAL	\$36,717.75
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms:		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$36,717.75
DELIVER TO		Please remit payments to:	
Shipping Address: HARRIS COUNTY DEPT OF ED ATTN: MONICA TOLBERT GARCIA 6005 WESTVIEW DRIVE HOUSTON, TX 77055 Phone: (713) 694-6300 Shipping Method: UPS Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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sophkho@cdwg.com

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DEAR MONICA TOLBERT GARCIA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
18YFFVH	5/3/2019	TECHNOLOGY	1877965	\$7,759.53

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Surface Laptop 2 - 13.5" - Core i7 8650U - 16 GB RAM - 1 TB SSD - Mfg. Part#: LQV-00001 UNSPSC: 43211503 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	3	5302447	\$2,586.51	\$7,759.53

PURCHASER BILLING INFO	SUBTOTAL
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms:	\$7,759.53
DELIVER TO	SHIPPING
Shipping Address: HARRIS COUNTY DEPT OF ED ATTN: MONICA TOLBERT GARCIA 6005 WESTVIEW DRIVE HOUSTON, TX 77055 Phone: (713) 694-6300 Shipping Method: UPS Ground	\$0.00
	SALES TAX
	\$0.00
	GRAND TOTAL
	\$7,759.53
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

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	Soph Khoeun	(877) 823-5948	sophkho@cdwg.com

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DEAR MONICA TOLBERT GARCIA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1BYFRVL	5/6/2019	TECHNOLOGY	1877965	\$5,220.10

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkPad P72 - 17.3" - Core i7 8750H - 16 GB RAM - 512 GB SSD	2	5272495	\$2,610.05	\$5,220.10
Mfg. Part#: 20MB002HUS				
UNSPSC: 43211503				
Contract: HCDE/CP Catalog Agreement (18/056KD-13)				

PURCHASER BILLING INFO		SUBTOTAL	\$5,220.10
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms:		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$5,220.10
DELIVER TO		Please remit payments to:	
Shipping Address: HARRIS COUNTY DEPT OF ED ATTN: MONICA TOLBERT GARCIA 6005 WESTVIEW DRIVE HOUSTON, TX 77055 Phone: (713) 694-6300 Shipping Method: UPS Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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QUOTE CONFIRMATION



DEAR NATHANIEL JONES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KPSB032	5/6/2019	CISCO UCS CHASSIS & BLADES	1877965	\$74,653.73

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco UCS 5108 Blade Server Chassis SmartPlay Select - rack-mountable - 6U Mfg. Part#: UCS-SP-5108-AC UNSPSC: 43201601 New Chassis Includes: CAB-C19-CBN -- Qty 4 SFP-H10GB-CU3M -- Qty 4 UCSB-PSU-2500ACDV -- Qty 4 N20-FAN5 -- Qty 8 UCS-IOM-2208XP -- Qty 2 N01-UAC1 -- Qty 1 N20-FW015 -- Qty 1 UCSB-5108-PKG-HW -- Qty 1 N20-CAK -- Qty 1 N20-CBLKB1 -- Qty 8 TAX: HOUSTON, TX .0000% \$.00 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	1	4118857	\$5,860.09	\$5,860.09
Cisco SMARTnet Solution Support - extended service agreement - on-site Mfg. Part#: CON-SSC4P-5108AC UNSPSC: 81111811 ** Description: 1 year Smarnet for chassis Electronic distribution - NO MEDIA TAX: HOUSTON, TX .0000% \$.00 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	1	4452269	\$253.16	\$253.16
Cisco UCS SmartPlay Select B200 M5 Advanced 2 - blade - Xeon Gold 5118 2.3 Mfg. Part#: UCS-SP-B200M5-A2 UNSPSC: 43211501 Includes: UCS-SP-B200M5-CA2 -- Qty 8 UCS-CPU-5118 -- Qty 16 UCS-MR-X32G2RS-H -- Qty 48 UCSB-MLOM-40G-03 -- Qty 8 UCS-SID-WKL-OW -- Qty 8 UCS-SID-INFR-OI -- Qty 8 UCS-DIMM-BLK -- Qty 144 UCSB-LSTOR-BK -- Qty 16 UCSB-HS-M5-F -- Qty 8 UCSB-HS-M5-R -- Qty 8 TAX: HOUSTON, TX .0000% \$.00	8	4719754	\$8,108.10	\$64,864.80

QUOTE DETAILS (CONT.)

Contract: HCDE/CP Catalog Agreement (18/056KD-13)

NEW ITEMS DO NOT PICK THIS LINE

8

NEW-ITEM

\$459.46

\$3,675.68

Mfg. Part#: NEW-ITEM

Mfr# CON-SSC4P-B200M5A2

Description: SOLN SUPP 24X7X40S SP

B200 M5 w/2x5118,6x32GB mem,VIC1340.

12 months.

**

Contract: HARRISCOUNTYDOE

HCDE/CP Catalog Agreement

(18/056KD-13)

TAX: HOUSTON, TX .0000% \$.00

Contract: MARKET

PURCHASER BILLING INFO**Billing Address:**

HARRIS COUNTY DEPT. OF EDUCATION

**** MUST SHIP COMPLETE ****

6300 IRVINGTON BLVD

ACCOUNTS PAYABLE

HOUSTON, TX 77022-5799

Phone: (713) 694-6300**Payment Terms:** Request Terms**DELIVER TO****Shipping Address:**

HARRIS COUNTY DEPT. OF EDUCATION

NATHANIEL JONES-TECHNOLOGY

6005 WESTVIEW DR

HCDE WAREHOUSE

HOUSTON, TX 77055

Shipping Method: DROP SHIP-COMMON CARRIER**SUBTOTAL**

\$74,653.73

SHIPPING

\$0.00

SALES TAX

\$0.00

GRAND TOTAL**\$74,653.73****Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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QUOTE CONFIRMATION



DEAR MONICA TOLBERT GARCIA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1BYH2K2	5/9/2019	HIGHPOINT EAST	1877965	\$22,225.13

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkPad L380 Yoga - 13.3" - Core i5 8250U - 8 GB RAM - 256 GB SSD Mfg. Part#: 20M7000KUS UNSPSC: 43211503 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	17	4967381	\$950.17	\$16,152.89
Microsoft Surface Pro 6 - 12.3" - Core i5 8350U - 8 GB RAM - 128 GB SSD Mfg. Part#: LPZ-00001 UNSPSC: 43211509 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	6	5298676	\$879.79	\$5,278.74
Microsoft Surface Pro Type Cover (M1725) - keyboard - EDU Only Mfg. Part#: FMN-00001-CS UNSPSC: 43211706 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	6	4762822	\$107.82	\$646.92
StarTech.com USB 3.0 to Gigabit Ethernet NIC Network Adapter Mfg. Part#: USB31000S UNSPSC: 43201404 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	6	2831337	\$24.43	\$146.58

PURCHASER BILLING INFO	SUBTOTAL	\$22,225.13
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms:	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$22,225.13
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: HARRIS COUNTY DEPT OF ED ATTN:MONICA TOLBERT GARCIA 6005 WESTVIEW DRIVE HOUSTON, TX 77055 Phone: (713) 694-6300 Shipping Method: UPS Ground		



Soph Khoeun

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(877) 823-5948

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QUOTE CONFIRMATION



DEAR MONICA GARCIA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KPPF258	5/2/2019	SURFACR PRO 6 & ACCESSORIES	1877965	\$4,548.08

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Surface Pro 6 - 12.3" - Core i7 8650U - 16 GB RAM - 512 GB SSD Mfg. Part#: LQJ-00016 UNSPSC: 43211509 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	2	5298667	\$1,844.62	\$3,689.24
Microsoft Surface Pro Type Cover (M1725) - keyboard - with trackpad, accele Mfg. Part#: FMN-00001 UNSPSC: 43211706 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	2	4634736	\$108.76	\$217.52
MS Surface Arc Mouse - Black Mfg. Part#: FHD-00016 UNSPSC: 43211708 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	2	4610961	\$80.63	\$161.26
Microsoft Complete Extended Service Agreement for Surface Pro 3YR Mfg. Part#: A9W-00005 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (18/056KD-13)	2	3072615	\$240.03	\$480.06

PURCHASER BILLING INFO		SUBTOTAL	\$4,548.08
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms: Request Terms		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$4,548.08
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: HARRIS COUNTY DEPT. OF EDUCATION MONICA GARCIA-TECHNOLOGY 6005 WESTVIEW DR HCDE WAREHOUSE HOUSTON, TX 77055 Shipping Method: UPS Ground			



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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1BYKHP4	5/17/2019	FACILITIES	1877965	\$2,875.29

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Surface Book 2 - 13.5" - Core i7 8650U - 16 GB RAM - 1 TB SSD - E Mfg. Part#: KEM-00001 UNSPSC: 43211509 Contract: HCDE/CP Catalog Agreement (18/056KD-13)	1	5164934	\$2,538.69	\$2,538.69
Microsoft Complete for business - extended service agreement - 3 years Mfg. Part#: F9W-00083 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (18/056KD-13)	1	3862760	\$336.60	\$336.60

PURCHASER BILLING INFO		SUBTOTAL	\$2,875.29
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms:		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$2,875.29
DELIVER TO Shipping Address: HARRIS COUNTY DEPT OF ED ATTN: MONICA TOLBERT GARCIA 6005 WESTVIEW DRIVE HOUSTON, TX 77055 Phone: (713) 694-6300 Shipping Method: UPS Ground		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Personnel

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Employee Count - May 2019

DIVISION	Full-Time								Part-Time								FT/PT Total
	A	I	O	P	S	T	TS	Total	A	AE	I	O	P	S	TS	Total	
Academic & Behavior School East	2	22	1	4	1	0	24	54	0	0	1	0	0	0	1	2	
Academic & Behavior School West	3	23	0	2	2	0	21	51	0	0	0	0	0	0	2	2	
Administration	6	0	0	0	4	0	0	10	0	0	0	0	0	0	0	0	
Adult Education	10	0	1	0	11	0	0	22	0	228	0	1	0	0	0	229	
Business Services	8	0	0	0	6	0	0	14	0	0	0	0	0	0	0	0	
Center For Grants Development	5	0	0	0	1	0	0	6	0	0	0	0	0	0	0	0	
Center Safe & Secure Schools	4	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	
Choice Partners	12	0	0	0	5	0	0	17	0	0	0	0	0	0	0	0	
Client Engagement	5	0	0	0	1	1	0	7	0	0	0	0	0	0	0	0	
Communications & Creative Services	3	0	0	0	0	4	0	7	0	0	0	0	0	0	0	0	
Center For Afterschool Summer & Expan.	19	0	0	0	4	0	0	23	0	0	0	0	0	2	0	2	
Educator Certification & Advancement	3	0	0	0	1	0	0	4	0	0	0	0	0	1	0	1	
Facilities	5	0	38	0	5	0	0	48	0	0	0	0	0	0	0	0	
Fortis Academy	1	1	0	2	1	0	5	10	0	0	0	0	0	0	0	0	
Head Start	81	150	24	1	12	0	0	268	1	0	4	0	0	0	0	5	
Highpoint East	4	5	0	3	3	0	19	34	0	0	1	0	0	0	1	2	
Human Resources	7	0	0	0	3	0	0	10	0	0	0	0	0	0	0	0	
Purchasing Support	4	0	0	0	2	0	0	6	0	0	0	0	0	0	0	0	
Records Management	2	0	7	0	5	0	0	14	0	0	0	0	0	0	0	0	
Research & Evaluation	6	0	0	0	1	0	0	7	0	0	0	0	0	0	0	0	
School-Based Therapy Services	1	0	0	85	30	0	0	116	0	0	0	0	40	4	0	44	
Schools	2	0	0	0	2	0	0	4	0	0	1	0	0	0	12	13	
Teaching And Learning Center	7	0	0	0	4	0	0	11	0	0	0	0	0	1	0	1	
Technology	0	0	0	0	1	20	0	21	0	0	0	0	0	0	0	0	
Total	200	201	71	97	105	25	69	768	1	228	7	1	40	8	16	301	
																1 069	

A = Administration
 AE = Adult Education
 I = Instructional Support
 O = Operations Support
 P = Professional Support
 S = Administrative Support
 T = Technology
 TS = Teachers

Meeting Date: June 19, 2019

Information Items

Regular Board Meeting**10.C.**

Meeting Date: June 19, 2019
Title: Grant Submissions
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Joyce Akins
Additional Resource Personnel: Dr. Lisa Caruthers, Danielle Bartz

Information**Posted Agenda Item:**

Submission of grant proposal to Texas Education Agency in the amount of \$1,608,939 to support CASE for Kids' 21st Century Community Learning Centers, Cycle 9 Year 4 continuation application, serving 820 students and 400 family members.

Subject:

Grant proposal; CASE for Kids; Texas Education Agency

Rationale:

Center for Grants Development assisted CASE for Kids with its Cycle 9 continuation application to provide academic and enrichment services at 10 afterschool centers in the Harris County area. Services focus on academics, behavior, grade-level promotion and graduation rates.

Attachments

Proposal to TEA - CASE for Kids - 21st CCLC Cycle 9 Yr 4

Form Review

Form Started By: Joyce Akins
Final Approval Date: 06/05/2019

Started On: 05/17/2019 09:01 AM

**2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4****Application Due 5:00 p.m. CT, May 13, 2019**

NOGA ID

Authorizing legislation

ESEA Act of 1965, as amended by the Every Student Succeeds Act, Title IV, Part B

This application may be submitted via email to grantapplications@tea.texas.gov or in hard copy by mail or hand delivery. Mail or hand deliver one original to the following address:

**Document Control Center, Grants Administration Division, Texas Education Agency
1701 N. Congress Avenue, Austin, TX, 78701-1494**

The application may be signed with a digital ID, or it may be signed by hand. Both forms of signature are acceptable, regardless of how the application is submitted. (The digitally signed application may be emailed, or it may be printed and submitted in hard copy. The hand-signed application may be scanned and emailed, or it may be submitted in hard copy.)

TEA must receive the application by **5:00 p.m. CT, May 13, 2019**, regardless of whether it is emailed, mailed, or hand-delivered.

Application stamp-in date and time

Grant period from

August 1, 2019, to July 31, 2020

Pre-award costs permitted from

Not Applicable**Required Parts of the Grant Application**

To apply for this grant, complete this form and the Excel workbook consisting of the grant's budget schedules, linked along with this form on the TEA Grant Opportunities page. **Before you email, mail, or hand-deliver your grant application, ensure that your submission includes both the signed and certified form and the completed budget schedules.**

Amendment Number

Amendment number (For amendments only; enter N/A when completing this form to apply for grant funds):

N/A

Applicant Information

Organization **Harris County Dept. of Education** CDN **101000** Vendor ID **74-6001215** ESC **IV** DUNS **188326151**
 Address **6300 Irvington Blvd.** City **Houston** ZIP **77022** Phone **713-694-6300**
 Contact #1 **Jesselyn Arceneaux** Email **jallen@hcde-texas.org** Phone **713-696-1334**
 Contact #2 **Lisa Caruthers, Ph.D.** Email **lcaruthers@hcde-texas.org** Phone **713-696-1331**

Certification and Incorporation

I understand that this application constitutes an offer and, if accepted by TEA or renegotiated to acceptance, will form a binding agreement. I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the organization named above has authorized me as its representative to obligate this organization in a legally binding contractual agreement. I certify that any ensuing program and activity will be conducted in accordance and compliance with all applicable federal and state laws and regulations.

I further certify my acceptance of the requirements conveyed in the following portions of the grant application, as applicable, and that these documents are incorporated by reference as part of the grant application and Notice of Grant Award (NOGA):

- ☒ Grant application, guidelines, and instructions ☒ Debarment and Suspension Certification
☒ General Provisions and Assurances and any application-specific provisions and assurances ☒ Lobbying Certification

Authorized Official Name **James Colbert, Jr.**Title **County School Superintendent**Email **jcolbert@hcde-texas.org**

Signature

Phone **713-696-0715**

Date

5/9/19SAS # **782-20****2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4**

Page 1 of 10

Application Part 2: 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4
 Authorized by: ESEA Act of 1965, as amended by the Every Student Succeeds Act, Title IV, Part B

County District Number or vendor ID:		101000		Amendment #		N/A	
Grant Period:		August 1, 2019, to July 31, 2020		Fund Code/ Shared Services Arrangement:		265/352	
Budget Summary							
Description and Purpose		Source of Funds					
		Class/ Object Code	Program Cost	Admin Cost	Total Budgeted Cost		
1	Payroll Costs	6100	\$ 111,744	\$ 38,843	\$ 150,587		
2	Professional and Contracted Services	6200	\$ 1,435,260	\$ 1,000	\$ 1,436,260		
3	Supplies and Materials	6300	\$ 2,000	\$ -	\$ 2,000		
4	Other Operating Costs	6400	\$ 11,500	\$ -	\$ 11,500		
5	Capital Outlay	6600	\$ -	\$ -	\$ -		
Consolidate Administrative Funds				N/A			
6	Total Direct Costs:		\$ 1,560,504	\$ 39,843	\$ 1,600,347		
7	Enter Percentage (%) of Indirect Costs:	3.92%	N/A	\$ 8,592	\$ 8,592		
8	Grand Total of Budgeted Costs :		\$ 1,560,504	\$ 48,435	\$ 1,608,939		
Shared Services Arrangement							
9	6493	Payments to member districts of shared services arrangements	\$ -	\$ -	\$ -		
Administrative Cost Calculation							
10	Total Grant Amount Requested:				\$ 1,608,939		
11	Percentage limit on administrative costs established for the program (5%):				0.05		
12	Maximum amount allowable for administrative costs, including indirect costs:				\$ 80,446		

**Indirect costs are calculated and reimbursed based on actual expenditures when reported in the expenditure reporting system, regardless of the amount budgeted and approved in the grant application.*

If indirect costs are claimed, they are part of the total grant award amount. They are not in addition to the grant award

Indirect costs are not required to be budgeted in the grant application in order to be charged to the grant.

Do not submit an amendment solely for the purpose of budgeting indirect costs.

FOR TEA USE ONLY	
Changes on this page have been confirmed with:	On this date:
Via telephone/fax/email (circle as appropriate)	By TEA staff person:

Summary of Proposal to Texas Education Agency

Center for Grants Development assisted CASE for Kids in submitting the TEA 21st Century Community Learning Centers, Cycle 9, Year 4 continuation application. Requested funds of \$1,608,939 will support TEA's overarching goal that all students graduate prepared for postsecondary education or the workforce. To support this goal, out-of-school time programs must work toward improving academic performance, attendance, behavior, promotion rates and graduation rates.

Funds will support CASE for Kids staff and operations, campus staff, afterschool enrichment service providers, and program supplies and materials. CASE for Kids will continue to partner with local districts and community-based organizations to provide programming for 820 students and 400 parents at the following 10 campuses:

- Aldine ISD – Drew Academy
- Alief ISD – Albright Middle School
- Clear Creek ISD – Clear Creek Intermediate
- Galena Park ISD – North Shore 9th Grade Campus
- Houston ISD – Chavez High School
- Humble ISD – Sterling Middle School
- Pasadena ISD – South Houston Intermediate
- Sheldon ISD – Null Middle School
- Southwest Schools – Southwest Middle School
- Spring ISD – Bammel Middle

Regular Board Meeting**10.D.**

Meeting Date: June 19, 2019
Title: Grant Submissions
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Joyce Akins
Additional Resource Personnel: Dr. Lisa Caruthers, Danielle Bartz

Information**Posted Agenda Item:**

Submission of grant proposal to Texas Education Agency in the amount of \$1.5 million to support CASE for Kids' 21st Century Community Learning Centers Cycle 10 Year 2 continuation application. Requested funds will provide academic and enrichment services for 975 students and 400 family members.

Subject:

Grant proposal; CASE for Kids; Texas Education Agency

Rationale:

Center for Grants Development assisted CASE for Kids with its 21st Century Community Learning Centers Cycle 10 continuation application. Services focus on academics, behavior, graduation rates and social-emotional learning for low-income students at 10 centers in school districts and charters.

Attachments

Proposal to Texas Education Agency - CASE for Kids - 21st CCLC Cycle 10 Yr 2

Form Review

Form Started By: Joyce Akins
Final Approval Date: 06/05/2019

Started On: 05/17/2019 09:32 AM


2019-2020 Texas 21st Century Community Learning Centers, Cycle 10, Year 2
Application Due 5:00 p.m. CT, May 13, 2019

NOGA ID

Authorizing legislation

ESEA Act of 1965, as amended by the ESSA, Title IV, Part B (20 U.S.C. 7171-7176)

This application may be submitted via email to grantapplications@tea.texas.gov or in hard copy by mail or hand delivery. Mail or hand deliver one original to the following address:

Document Control Center, Grants Administration Division, Texas Education Agency
1701 N. Congress Avenue, Austin, TX, 78701-1494

The application may be signed with a digital ID, or it may be signed by hand. Both forms of signature are acceptable, regardless of how the application is submitted. (The digitally signed application may be emailed, or it may be printed and submitted in hard copy. The hand-signed application may be scanned and emailed, or it may be submitted in hard copy.)

TEA must receive the application by **5:00 p.m. CT, May 13, 2019**, regardless of whether it is emailed, mailed, or hand-delivered.

Application stamp-in date and time

Grant period from

August 1, 2019, to July 31, 2020

Pre-award costs permitted from

Not Applicable
Required Parts of the Grant Application

To apply for this grant, complete this form and the Excel workbook consisting of the grant's budget schedules, linked along with this form on the TEA Grant Opportunities page. **Before you email, mail, or hand-deliver your grant application, ensure that your submission includes both the signed and certified form and the completed budget schedules.**

Amendment Number

Amendment number (For amendments only; enter N/A when completing this form to apply for grant funds):

N/A

Applicant Information

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I further certify my acceptance of the requirements conveyed in the following portions of the grant application, as applicable, and that these documents are incorporated by reference as part of the grant application and Notice of Grant Award (NOGA):

☒ Grant application, guidelines, and instructions

☒ Debarment and Suspension Certification

☒ General Provisions and Assurances and any application-specific provisions and assurances

☒ Lobbying Certification
Authorized Official Name **James Colbert, Jr.**Title **County School Superintendent**Email **jcolbert@hcde-texas.org**

Signature

Phone **713-696-0715**

Date

5/9/19SAS # **287-20****2019-2020 Texas 21st Century Community Learning Centers, Cycle 10, Year 2**

Page 1 of 9

County District Number or vendor ID: 101000			Amendment # N/A		
Grant Period:	August 1, 2019, to July 31, 2020		Fund Code/ Shared Services Arrangement: 265/352		
Budget Summary					
Description and Purpose		Source of Funds			
		Class/ Object Code	Program Cost	Admin Cost	Total Budgeted Cost
1	Payroll Costs	6100	\$ 135,234	\$ 18,768	\$ 154,002
2	Professional and Contracted Services	6200	\$ 1,321,500	\$ 1,000	\$ 1,322,500
3	Supplies and Materials	6300	\$ 2,000	\$ -	\$ 2,000
4	Other Operating Costs	6400	\$ 11,500	\$ -	\$ 11,500
5	Capital Outlay	6600	\$ -	\$ -	\$ -
Consolidate Administrative Funds			N/A		
6	Total Direct Costs:		\$ 1,470,234	\$ 19,768	\$ 1,490,002
7	Enter Percentage (%) of Indirect Costs:	4.123%	N/A	\$ 9,998	\$ 9,998
8	Grand Total of Budgeted Costs :		\$ 1,470,234	\$ 29,766	\$ 1,500,000
Shared Services Arrangement					
9	6493	Payments to member districts of shared services arrangements	\$ -	\$ -	\$ -
Administrative Cost Calculation					
10	Total Grant Amount Requested:			\$	1,500,000
11	Percentage limit on administrative costs established for the program (5%):				0.05
12	Maximum amount allowable for administrative costs, including indirect costs:			\$	75,000

**Indirect costs are calculated and reimbursed based on actual expenditures when reported in the expenditure reporting system, regardless of the amount budgeted and approved in the grant application.*

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Do not submit an amendment solely for the purpose of budgeting indirect costs.

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Summary of Proposal to Texas Education Agency

Center for Grants Development assisted CASE for Kids to submit the TEA 21st Century Community Learning Centers, Cycle 10 Year 2 application. Requested funds of \$1,500,000 will support out-of-school time programming at 10 campuses to help students improve academic performance, attendance, behavior and graduation rates.

CASE for Kids will partner with local school districts and community-based organizations to provide services for 975 students and 400 parents at the following locations:

- Galena Park ISD – North Shore, Tice and Williamson Elementary Schools
- Sheldon ISD – Royalwood Elementary, C.E. Middle and C.E. King High
- George I. Sanchez Charter High School
- Houston STEM & Early College High School
- Promise Community School at Baker-Ripley
- Southwest Schools Bissonnet Elementary School

Regular Board Meeting**10.E.****Meeting Date:** June 19, 2019**Title:** Memorandum of Understanding between CASE for Kids and Rice/Texas Policy Lab (TPL)**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Kimberlee Flowers**Additional Resource** Lisa Caruthers; Danielle Bartz,**Personnel:** Jesus Amezcua

Information**Posted Agenda Item:****Memorandum of Understanding Contract (non-monetary) for partnership with Rice**

University/Texas Policy Lab (TPL): This collaboration will connect CASE for Kids to Texas Policy Lab researchers in support of the afterschool field. TPL's expertise will help CASE for Kids create a data hub between districts and out-of-school time providers as well as potentially badging youth for their afterschool accomplishments.

Subject:

MOU agreement for collaboration with Rice University/Texas Policy Lab.

Rationale:

Texas Policy Lab aims to assist state and local governments and agencies in improving the program and services they provide to Texans using rigorous, data-driven, scientific evaluations. TPL translates the technical expertise of its staff and affiliate faculty into relevant, timely and robust program and service evaluations from which governments and agencies can benefit. This collaboration will connect CASE for Kids to TPL researchers in support of the afterschool field. TPL's expertise will help CASE for Kids create a data hub between districts and out-of-school time providers as well as potentially badging youth for their afterschool accomplishments.

Attachments

Rice MOU

Form Review**Inbox**

CASE

Form Started By: Kimberlee Flowers

Final Approval Date: 05/31/2019

Reviewed By

Lisa Caruthers

Date

05/28/2019 01:51 PM

Started On: 05/28/2019 01:02 PM

MEMORANDUM OF UNDERSTANDING
between HARRIS COUNTY DEPARTMENT OF EDUCATION
and
THE TEXAS POLICY LAB,
REGARDING RESEARCH AND DATA USE

This Data Use Agreement (“Agreement”) is between Harris County Department of Education, a county school district with its principal offices at 6300 Irvington Boulevard, Houston, Texas 77022, on behalf of its Center for Afterschool, Summer and Enrichment Division (hereinafter referred to as “Data Owner”), and Rice University, a non-profit organization, with its principal offices at 6100 Main Street, MS-531, Houston, Texas 77005, on behalf of The Texas Policy Lab (“TPL”), each individually referred to as a “Party”, and collectively as the “Parties”.

I. PURPOSE

- a. TPL aims to assist state and local governments and agencies in improving the program and services they provide to Texans using rigorous, data-driven, scientific evaluations. TPL translates the technical expertise of its staff and affiliate faculty into relevant, timely and robust program and service evaluations from which governments and agencies can benefit; and
- b. Data Owner is a county school district and aims to better serve the citizens of Texas, specifically to equalize educational opportunities in Harris County, Texas; and
- c. The purpose of this Agreement is to outline the terms and conditions agreed to by the Parties regarding the provision of Data, from Data Owner to TPL for research. No Data shall be provided by Data Owner to TPL until the execution of a “Research Project Description”, which is attached hereto as “Exhibit A”; and
- d. Research planned by TPL that involves generalizable research on human subjects shall be submitted in advance to an Institutional Review Board for human subjects research.

II. TERM OF AGREEMENT AND PAYMENT

- a. This Agreement shall be effective upon execution by both Parties (“Effective Date”), and continue for a period of ten (10) years, unless terminated by either Party pursuant to Section VI.
- b. The Parties agree that each Party shall be responsible for the payment of any and all fees and expenses associated with performing each Party’s respective obligations under this Agreement, unless otherwise stated in an Exhibit to this Agreement, agreed to, in writing, between both Parties.

III. DEFINITIONS

- a. “Aggregate Level Data” means Data that is received or created by TPL that includes summary statistics of information related to groups of individuals or observations. Such Data does not contain Sensitive Personal Information.
- b. “Breach” shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.
- c. “Breach of System Security” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
- d. “Data” means the information to be provided by Data Owner to TPL that is described in a Research Project Description(s) (“Data”). Data may be collected through a partnership between the Data Owner and the TPL, or may be administrative and collected before the Effective Date.
- e. “Data Linking” means, with respect to Data created or received by TPL, the combining of such Data by TPL with the Data received by TPL of another Data Owner, to permit data analyses that relate to the operations of the respective Data Owners.
- f. “FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.
- g. “FERPA Regulations” means the regulations promulgated by the United States Department of Education under FERPA including, but not limited to, 34 CFR Part 99.
- h. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- i. “HIPAA Regulations” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164 subparts A and E (“The Privacy Rule”) and the Security Standards as they may be amended from time to time, 45 C.F.R. Parts 160, 162 and 164, Subpart C (“The Security Rule”).
- j. “HITECH Act” means the provisions of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and implementing regulations and guidance, including the regulations implemented in 78 Fed. Reg. 5566 (January 25, 2013).

- k. “Individually Identifiable Health Information” means information that is a subset of health information, including demographic information collected from an individual, and:
 - i. is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - ii. relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - 1. that identifies the individual; or
 - 2. with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. “MRPA” means Texas Medical Records Privacy Act, as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code.
- m. “Protected Health Information” or “PHI” means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium. The term excludes Individually Identifiable Health Information in educational records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g; records described at 20 U.S.C. § 1232g(a)(4)(B)(iv); and employment records held by a Covered Entity in its role as employer and regarding a person who has been deceased more than 50 years.
- n. “Research” means the Research to be conducted, as outlined in the Research Project Description (Exhibit A).
- o. “Research Project Description” means the document attached as Exhibit A, that describes the Data to be provided by the Data Owner to TPL and the Research, as described in Exhibit A, for which that Data shall be used.
- p. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a routine basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by TPL.

- q. “Sensitive Personal Information” means: (1) an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver’s license number or government-issued identification number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual’s financial account; or (2) PHI information that identifies an individual and relates to: (a) the physical or mental health or condition of the individual; (b) the provision of health care to the individual; or (c) payment for the provision of health care to the individual; or (3) FERPA-protected information that identifies an individual.

IV. LICENSE GRANT

- a. To the extent Data Owner has an ownership interest in the Data or copyright to the Data, in order for TPL to conduct the research and only for TPL to conduct the research, Data Owner grants TPL a perpetual, irrevocable, royalty-free licence to
 - i. Reproduce the Data within the secure TPL data infrastructure
 - ii. Prepare derivative works from the Data within the secure TPL data infrastructure
 - iii. Distribute copies of the Data and of derivative works from the Data within the secure TPL data infrastructure
 - iv. Display the Data, including through electronic means within the secure TPL data infrastructure; and
 - v. Use the Data and publish the results of the Research.

V. DATA SECURITY, CONFIDENTIALITY, AND DATA ACCESS

- a. Data Owner shall transfer Data to TPL in a secure manner, such as secure file transfer protocol, an encrypted cloud-based solution, or an encrypted hard drive.
- b. Data shall be stored on TPL’s secure data infrastructure. Data shall be analyzed on TPL’s data infrastructure only, using thin clients on authorized remote machines. The TPL data infrastructure is kept in a locked room with two-factor authentication, in a building that is monitored 24 hours per day, with guard response. TPL also employs a disaster recovery plan that requires storing back up versions of the data in safe, locked rooms with two-factor authentication in a building that is monitored 24 hours per day, with guard response.
- c. TPL shall comply, at a minimum, with recommended security standards at the Rice University campus.
- d. In the event of a Breach or Breach of Security System, TPL shall, as soon as practicable but not more than five (5) business days after becoming aware of any successful Security Incident or use or disclosure of Data Owner’s FERPA data,

PHI or Sensitive Personal Information in violation of this Agreement, report any such use or disclosure to Data Owner.

- e. TPL shall not access and use the Data except to accomplish the Research described in each Research Project Description, or for administrative purposes related to data security.
- f. TPL may use any Data received from Data Owner in order to provide Data Linking services relating to the Research described in each Research Project Description only with the Data Owner's written permission
- g. TPL shall strictly limit the number of TPL staff, faculty, students, and affiliates who have access to the Data to those necessary to accomplish the Research described in each Research Project Description, or for administrative purposes related to data security ("Authorized Users"). TPL shall maintain a log establishing an audit trail of who has accessed the Data.
- h. TPL shall be responsible for ensuring that all Authorized Users adhere to the confidentiality, disclosure, transmission, destruction, storage of, and access to the Data described in this Agreement.
- i. TPL shall instruct all its staff and affiliates about the requirements for handling any Data, and about the potential sanctions for unauthorized disclosure or use of this Data. TPL shall ensure that Authorized Users have been informed of the procedures they must follow to maintain the confidentiality of the Data and that unauthorized dissemination or use of the Data may be a crime and could lead to civil and criminal penalties. TPL shall report to Data Owner any unauthorized use or disclosure of the information of which it becomes aware.
- j. TPL shall not merge, match or link any of the Data provided by Data Owner with any other confidential data, unless specifically expressed in a Research Project Description(s).
- k. The Parties acknowledge that various federal and state laws, including FERPA, FERPA regulations, HIPAA, HIPAA Regulations, the HITECH Act, and the MRPA, protect Data Owner's Data from unauthorized disclosure and it is the Parties' intent to ensure that the provision and use of such Data between the Parties is done in compliance with those laws.

VI. PUBLICATIONS AND REPORTS

- a. TPL shall be free to distribute and publish research results and other products of its research in works such as academic journals, books, online publications, unpublished working papers, and reports, materials and information included in presentations for academic seminars and conferences derived from

(“Publications”), based on or using the Data, but only after the Data Owner has had an opportunity to review as described in this Section VI.

- b. TPL shall recognize the contribution of the Data Owner in all written or oral public disclosures concerning TPL’s research using the Data, as appropriate in accordance with scholarly standards. Such recognition shall also include a disclaimer to the effect that published material does not necessarily reflect the views of Data Owner.
- c. TPL shall only include Aggregate Level Data in any Publications based on the Data provided by Data Owner. No research results shall be reported in a manner that permits direct or indirect identification of any individual. TPL shall not put in any Publication information describing a group of persons numbering fewer than five (5). This minimum cell size is intended to maintain the confidentiality of potentially re-identifiable subgroups.
- d. TPL shall submit to Data Owner for review and comment any Publications intended for publication, release, and/or dissemination, and Data Owner shall keep such proposed Publication confidential for a period of one (1) year or until the Publication is released publicly, whichever date is earlier. Data Owner shall have thirty (30) days for its review of the Publication to ensure that no Data is released that permits direct or indirect identification of any individual. Data Owner will make every effort to work with TPL to resolve outstanding questions. TPL shall interpret the absence of feedback from Data Owner within that thirty (30) day period that no Data has been identified in the Publication that may permit direct or indirect identification of any individual and the publication may be published, released and/or disseminated as originally written.

VII. TERMINATION OF AGREEMENT

- a. This Agreement shall expire as of the date described in Section II, unless extended by agreement of the Parties or terminated earlier under this Section VII. Either Party may terminate this Agreement for any reason upon sixty (60) days prior written notice to the other Party.
- b. Upon termination or expiration (subject to Section II) of this Agreement, Data Owner shall instruct TPL in writing to either retain, return, or destroy the Data to Data Owner. TPL shall make all commercially reasonable efforts to comply within sixty (60) days from the date of notification, provided, however, that TPL may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under any law or regulation and for the purposes of research integrity and verification.

VIII. GENERAL TERMS

- a. **NO REPRESENTATIONS AND WARRANTIES.** Data Owner warrants that it has the right to disclose the data to TPL. All data are provided “as is.” Except as provided in the first sentence of this paragraph, Data Owner makes no representation or warranty, express or implied, regarding the Data’s accuracy, completeness or use. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the data will not infringe any patent, copyright, trademark, or other proprietary rights. The TPL make no representations or warranties of any kind concerning the research and publications and disclaim all representations and warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights.
- b. **USE OF NAME.** Except as expressly provided in this Agreement, neither Party shall use or register the other Party’s name (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify the other Party, including any school, unit, division or affiliate (“Names”) in any advertisement, press release, or publicity with reference to this Agreement or any product or service resulting from this Agreement, without the prior written approval of, and in accordance with restrictions required by, an authorized representative of the Party whose name who is to be used. The foregoing notwithstanding, the Parties agree that each Party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, without written permission from the other Party. Without limiting the foregoing, each Party shall cease all use of Names of the other Party permitted under this Agreement on the termination or expiration of this Agreement except as otherwise approved by the other Party.
- c. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other for any indirect, punitive, consequential, or special damages, including lost revenues or profits, arising from breach of the terms in this agreement, negligence, strict liability or other tort, or any other cause.
- d. **GOVERNING LAW & LANGUAGE.** This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a “Suit”) shall be brought in a court of competent jurisdiction in Harris County in the State of Texas.
- e. **NOTICES.** Any communication under this Agreement, excluding transmission of Data, may be delivered in person, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the appropriate addresses listed here:

To Data Owner:
Harris County Department of Education
[CASE for Kids](#)

To TPL:
Ekim Cem Muyan
Executive Director

Attn: Dr. Lisa Caruthers
6005 Westview
Houston, Texas 77055

Texas Policy Lab

Any Notice of Termination must be sent by U.S. mail in addition to any other method of transmission.

- f. **INDEPENDENT CONTRACTOR.** The Parties are independent contractors and neither Party shall be deemed to be an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to take any action which shall be binding on the other Party.
- g. **ASSIGNMENT.** This Agreement and all rights and obligations hereunder shall not be assigned (whether through merger or consolidation, by operation of law, or otherwise), without the written consent of the other Party and any attempt to assign without such consent shall be void.
- h. **MODIFICATION.** No modification or waiver of any provision of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.
- i. **SEVERABILITY.** If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.
- j. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- k. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and any exhibits attached hereto embody the entire understanding between Data Owner and TPL for the purpose, and any prior or contemporaneous representations, either oral or written, are hereby superseded.
- l. **SURVIVAL CLAUSE:** Sections V and VI will survive the termination of this agreement.
- m. **DATA OWNER SUBJECT TO TPIA:** Notwithstanding any provision herein to the contrary, TPL acknowledges that Data Owner is subject to the Texas Public

Information Act, and TPL waives any claim against and releases from liability Data Owner, 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 Data Owner or TPL and determined by Data Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

- n. **NO WAIVER OF DATA OWNER’S IMMUNITY:** The execution of this Agreement and the performance of Data Owner of any of its obligations hereunder are not, and are not intended to waive or relinquish, and Data Owner shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to Data Owner, its trustees, officers, employees, or agents under federal or Texas laws.

IX. SIGNATURES

The Parties have executed this Agreement by and through their duly authorized representatives.

Harris County Department of Education
CASE for Kids
Dr. Lisa Caruthers
Executive Director

By: _____
Dr. Lisa Caruthers
Executive Director

Date: _____

Rice University Texas Policy Lab

By: _____

Date: _____

Ekim Cem Muyan
Executive Director

Exhibit A-____ - Research Project Description [TEMPLATE]

This Research Project Description is issued under the Data Use Agreement (the “Agreement”) between Data Owner and TPL, with an effective date _____. Together with the Agreement, this Research Project Description governs the conduct of the research contemplated herein.

1. Project Title:
2. Year-Number (e.g., 2017-3): _____
3. Description of the research (“Research”):
4. Description of data to be provided (“Data”):
5. Individual(s) authorized to access the Data (“Authorized Users”):
6. OPTIONAL: List any additional compliance, research use, or data security requirements beyond those specified in the Agreement that apply to this specific Data:
7. Can the Data be linked with other datasets? ___ Yes ___ No
If yes, restrictions on how the Data can be linked:
8. Upon completion or termination of this project, Data shall be:
Retained by TPL _____ Returned to Data Owner _____ Destroyed _____

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized representatives:

Texas Policy Lab

Signature _____
Name
Title

Date: _____

[Data Owner]

Signature _____

Date: _____

Regular Board Meeting**10.F.****Meeting Date:** June 19, 2019**Title:** Grant Awards for CASE for Kids Partnership Project 2019-2020**Submitted For:** Lisa Caruthers, Case for Kids **Submitted By:** Kimberlee Flowers**Additional Resource****Personnel:**

Information**Posted Agenda Item:**

The CASE for Kids Division awards the school districts, charter schools and not-for-profits, as per attached listing (aggregate amount \$550,787), for delivery of comprehensive programs for the 2019-2020 school year.

Subject:

Awards for CASE for Kids Partnership Project 2019-2020.

Rationale:

The goal of the Partnership Project is to provide supplemental funding to comprehensive after-school programs to promote social and emotional learning skills (SEL), increased support of numeracy and literacy development for economically disadvantaged students between the ages of 4 and 12 or up to the age of 19 with a documented disability. In addition, supplemental funding will assist in program quality improvement and program expansion. CASE will provide funded projects with additional support for numeracy and literacy integration and SEL into academic and enrichment activities, as well as site-based assessment and coaching to improve overall program quality.

The CASE Partnership Project is the result of collaboration between HCDE, the Houston-Galveston Area Council (HGAC), the Texas Workforce Commission (TWC) and awarded sites. HCDE commits local funds to supplement comprehensive afterschool programming, HCDE and site match dollars activate a commitment of federal childcare funds for quality improvement for school-age youth through TWC. This allows HCDE to provide a variety of resources to selected sites such as: site visits, training, and access to curriculum and materials through a free lending library. Awarded sites will demonstrate the ability to provide a comprehensive program and utilize CASE for Kids' funds as an additional resource to target students in need of academic assistance. Contracts and interlocals will follow as needed for board approval.

Attachments

Partnership Award

Form Review**Inbox**

CASE

Form Started By: Kimberlee Flowers

Final Approval Date: 05/31/2019

Reviewed By

Lisa Caruthers

Date

05/28/2019 01:51 PM

Started On: 05/28/2019 01:07 PM

2019 -2020 CASE for Kids Partnership Project - Award Announcement

The Center for Afterschool, Summer and Enrichment for Kids, CASE for Kids, a division of Harris County Department of Education, is happy to announce the CASE for Kids Partnership Project awards for out-of-school time programming in the 2019-2020 school year. The CASE for Kids Partnership Project is the result of collaboration between HCDE, the Houston-Galveston Area Council (HGAC), the Texas Workforce Commission(TWC) and awarded sites. HCDE commits local funds to supplement comprehensive afterschool programming.

The goal of the Partnership Project is to provide supplemental funding to comprehensive afterschool programs to promote social and emotional learning skills, increased support of numeracy and literacy development for economically disadvantaged students between the ages of 4 and 12 or up to the age of 19 with a documented disability. CASE for Kids will provide more than \$550,000 to fund 25 projects in Harris County. Awarded sites will provide a comprehensive program and utilize funds as a supplemental resource to target students in need of academic assistance.

CASE for Kids Partnership Project 2019 – 2020 Awards

Awarded Organization	Site	Award Amount
Academy of Accelerated Learning	Academy of Accelerated Learning – Chimney Rock	\$30,000
Academy of Accelerated Learning	Academy of Accelerated Learning – Bellfort	\$30,000
Aldine ISD	Raymond Academy	\$21,000
Alief ISD	Cummings Elementary	\$18,787
Alief ISD	Heflin Elementary	\$18,000
Alief ISD	Liestman Elementary	\$18,000
Alief ISD	Mahanay Elementary	\$18,000
Alief ISD	Martin Elementary	\$17,000
Alief ISD	Miller Intermediate	\$17,000
Alief ISD	Outley Elementary	\$30,000
Alief ISD	Budewig Elementary	\$17,000
Houston ISD	Benbrook Elementary	\$30,000
Houston ISD	Briscoe Elementary	\$25,000
Houston ISD	Field Elementary	\$20,000
Houston ISD	Gregg Elementary	\$30,000
Houston ISD	Ketelsen Elementary	\$15,000
Houston ISD	Lyons Elementary	\$26,000
Houston ISD	Park Place Elementary	\$30,000
Houston ISD	Southmayd Elementary	\$10,000
Houston ISD	Whidby Elementary	\$25,000
Houston ISD	Ed White Elementary	\$30,000
Pasadena ISD	Frazier Elementary	\$30,000
Sheldon ISD	Carroll Elementary	\$15,000
Sheldon ISD	Garrett Elementary	\$15,000
Sheldon ISD	Sheldon Elementary	\$15,000

Regular Board Meeting**10.G.****Meeting Date:** June 19, 2019**Title:** Memorandum of Understanding between CASE for Kids and Showcase Kingwood**Submitted For:** Lisa Caruthers, Case for Kids **Submitted By:** Kimberlee Flowers**Additional Resource****Personnel:**

Information**Posted Agenda Item:****Memorandum of Understanding Contract (non-monetary) for partnership with Showcase****Kingwood:** CASE for Kids will collaborate with Showcase Kingwood to host a College Fair at 6300 Irvington Conference Center on September 9 and 10 for middle and high school students throughout Harris County.**Subject:**

MOU agreement for collaboration with Showcase Kingwood.

Rationale:

Showcase Kingwood and CASE for Kids are collaborating to host a two day HCDE College Fair at the Irvington Conference Center (6300 Irvington Boulevard, Houston, Texas 77022) for students from grades eight (8) to twelfth (12). The two day event will provide students an enriching educational opportunity to learn about a variety of collegiate and trade school options. Students will be able to ask questions and gather materials from college admissions counselors.

Attachments

Showcase Houston

Form Review**Inbox**

CASE

Form Started By: Kimberlee Flowers

Final Approval Date: 05/31/2019

Reviewed By

Lisa Caruthers

Date

05/28/2019 01:51 PM

Started On: 05/28/2019 01:25 PM

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND
SHOWCASE KINGWOOD**

I. Introduction

This Memorandum of Understanding (the “MOU”) is entered into between Harris County Department of Education (“HCDE” or the “Department”), a Texas county school department located at 6300 Irvington Boulevard, Houston, Texas 77022, and Showcase Kingwood (Contributor”), located at 1918 Thousand Pines Drive, Kingwood, Texas, 77339

HCDE College Fair Description

This agreement sets out the terms and conditions by which HCDE and Showcase Kingwood will collaborate to ensure a well-organized and effective HCDE College Fair for students in Harris County, TX. The two-day event provides an enriching educational opportunity for older youth to learn about a variety of collegiate and trade school options. Students will be able to ask questions and gather materials from college admission counselors. The event will take place at HCDE Conference Center at 6300 Irvington Blvd., Houston, TX on September 9th and 10th, 2019 from 8:30 a.m. to 2 p.m. A maximum of 750 students will attend on each date.

The intent of this agreement is to set forth the responsibilities of each agency to enhance the communication and facilitate the success of the two-day college fair event in a manner that will maximize the joint utilization of the two agency’s resources.

Now therefore, in consideration of mutual covenants contained herein, the parties agree to provide and/or participate in the following activities to provide the service described above.

Agency Responsibilities:

Showcase Kingwood agrees to:

1. Communicate with HCDE CASE for Kids liaison throughout the term of this MOU agreement with updates provided every two weeks or more as necessary.
2. Submit any promotional materials, website designs or graphics, event signage to HCDE CASE for Kids for approval two weeks prior to sending by mail, email or posting on social media or website.
3. Submit the final draft of the school registration and college registration form to HCDE CASE for Kids for approval, one week prior to release.
4. Promote and market event to schools with students 8th to 12th grade in Harris County, TX. Provide HCDE with a list of all schools contacted with school name, school address, contact person and email address to HCDE.
5. Provide and maintain a registration system for the HCDE College Fair. Provide HCDE CASE for Kids with a final list of all schools attending, location of school, email contact

and phone of school, number of students attending, grade level of students and number of chaperones attending.

6. Recruit and book all colleges participating in the fair. Provide HCDE with a list of all colleges attending the fair, date attending the fair, college contact name, email address, and phone number. College stat sheets will be disseminated to all students attending the event.

7. Facilitate transportation scholarships as available to districts via an application process. Showcase Kingwood will direct all contributors to make donations payable to Education Foundation of Harris County (EFHC), and mail to:

*Education Foundation of Harris County
6300 Irvington Blvd., Houston, TX 77022
Attn: College Fair Transportation Fund.*

All donations for transportation will be processed and disseminated through EFHC.

8. Plan and execute the event. Event set-up and traffic flow plan for bus drop off and pick up, as well as student traffic flow patterns must be approved by HCDE Meeting Facilities division. General logistics plan and timeline will be submitted to HCDE CASE for Kids by June 28, 2019. Detailed schedule for event “run of show”, HCDE CASE for Kids staff assignments, transportation schedules for students, and student group rotations must be provided to CASE for Kids by Wednesday, September 4, 2019.
9. Handle all data management and post event metrics. Submit post event metrics to CASE for Kids by September 30, 2019.
10. All PR requests and opportunities will be forwarded to HCDE CASE for Kids liaison and handled by HCDE Communications Department.
11. Provide a final profit and expenditure report for Showcase Kingwood for the event to CASE for Kids by September 30, 2019.

HCDE CASE for Kids agrees to:

1. Provide an HCDE CASE for Kids liaison to Showcase Kingwood for the term of the agreement. The liaison will help facilitate promotional materials approval and meeting facilities approval. In addition, the liaison will be available regarding event logistics and HCDE policies questions for the length of the project.
2. HCDE CASE for Kids will send out up to three email blasts to HCDE CASE for Kids school-based clients that support students in grades 8 to 12. Provide Showcase Kingwood with the schools’ email addresses and contact information.
3. Provide the HCDE Conference Center for the HCDE College Fair from 8:30 a.m. to 3 p.m. on Monday, September 9 and Tuesday, September 10, 2019.

4. Provide free parking, event tables and chairs, designated restroom facilities for students and adults. Coffee and water will be provided for college representatives attending the event. Facility support staff will empty trash and provide assistance to maintain a safe and clean event facility.
5. Provide table and chair set up of the event space beginning at noon on Friday, September 7 to align with Showcase Kingwood event layout. Provide breakdown of event tables and chairs after the event ends on Tuesday, September 10.
6. Display event name, room location and times on the HCDE event marquee. Provide directional signage to conference center.
7. Provide 20 HCDE CASE for Kids staff members to assist Showcase Kingwood with student registration, bus arrival and departure and attendee traffic flow during the event.
8. Provide information requested for final event metrics by June 28, 2019.
9. Provide a final expenditure report for HCDE for the event to Showcase Kingwood by September 30, 2019.
10. Provide an HCDE CASE for Kids staff liaison for Showcase Kingwood to Education Foundation of Harris County regarding donations for transportation.

V. Authorization and Related Parties

By signing below, each party represents that s/he is authorized to execute this MOU and is bound to all terms of the MOU, and to bind all related or affiliated institutions, individuals, employees or contractors. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

VI. Term and Termination

This MOU shall be for the period beginning May 6, 2019 through September 30, 2020, unless terminated earlier as provided herein. The MOU is renewable for additional periods upon mutual written agreement by the authorized representatives of each party.

Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties. Additionally, HCDE may immediately terminate this MOU should HCDE determine that Contributor has failed to comply with any applicable law; in the event of immediate termination, HCDE shall send notice of the immediate termination to Contributor as soon as practicable.

VII. Notices

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, courier delivery, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph. All such notices or communications shall be addressed as follows:

For Contributor:

Allyson Mansfield
Director, Showcase Kingwood
1918 Thousand Pines Drive
Kingwood, Texas 77339
832-510-6020
ally@ShowcaseKingwood.com

For Harris County Department of Education:

Dr. Jesus J. Amezcua
Assistant Superintendent of Business Services
6300 Irvington Blvd. Houston, TX 77055
713-694-6300
jamezcua@hcde-texas.org

For CASE for Kids

Dr. Lisa Caruthers
Director of CASE for Kids
6300 Irvington Blvd. Houston, TX 77055
713-696-1336
lcarruthers@hcde-texas.org

VIII. Indemnity

CONTRIBUTOR AGREES THAT CONTRIBUTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HCDE AND HCDE'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THIS MOU.

Contributor's obligations under this clause shall survive termination or expiration of this MOU.

IX. Relationship of the parties

It is understood and agreed that Contributor is a separate legal entity from HCDE and Contributor is not an employee, agent, joint venturer, or partner of HCDE. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contributor or any employee or agent of Contributor. Contributor assumes full responsibility for the actions of its employees, contractors, and agents and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. Contributor agrees that HCDE has no responsibility for any conduct of Contributor or Contributor's employees, contractors, or agents. This MOU shall not be construed or deemed an endorsement of Contributor by HCDE.

X. No waiver of HCDE's immunity

The execution of this MOU and the performance by 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.

XI. No third-party beneficiaries

Nothing in this MOU 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 MOU.

XII. Governing law and venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws and provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.

XIII. Entire agreement

This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

XIV. Severability

In the event that any one or more of the provisions contained in this MOU 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 MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV. Interpretation

The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

XVI. Changes and amendments

This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

XVII. No assignment

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by Contributor without the prior written acknowledgment and authorization of HCDE. Any attempted assignment by Contributor without HCDE's prior written consent shall be void.

XVIII. No waiver

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 MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XIX. Public Information

Contributor acknowledges that HCDE is subject to the Texas Public Information Act, and Contributor waives any claim against and releases from liability HCDE, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this MOU or otherwise created, assembled, maintained, or held by Contributor and determined by HCDE, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

SHOWCASE KINGWOOD

HARRIS COUNTY DEPARTMENT OF
EDUCATION

By: Allyssa L. Mayfield 5/12/19
Date
Title: Assoc. Showcase Kingwood

By: _____
Date

Regular Board Meeting**10.H.****Meeting Date:** June 19, 2019**Title:** Schools Division Enrollment Report-May 28, 2019**Submitted For:** Anthony Mays, Schools**Submitted By:** Denise Alamos**Additional Resource****Personnel:**

Information**Posted Agenda Item:****Schools Division Enrollment Report for May 2019****Subject:**

Schools Division Enrollment Report for May 2019

Rationale:

This report includes student enrollment for ABS East, ABS West, Fortis, and HSE

Attachments

Enrollment Report-May 2019

Form Review

Form Started By: Denise Alamos

Started On: 05/28/2019 11:38 AM

Final Approval Date: 05/28/2019

**SCHOOLS DIVISION
ENROLLMENT REPORT
ACADEMIC AND BEHAVIOR SCHOOLS,
FORTIS ACADEMY & HIGHPOINT SCHOOLS**

FY18 Annual Contracts	FY19 Annual Contracts	Campus	5/28/2019
140	153	Academic & Behavior School-East	133
121	132	Academic & Behavior School-West	119
186	172	Highpoint School-East	162
0	8	Fortis Academy	8
447	465	Total Enrollment	422

Regular Board Meeting**10.I.****Meeting Date:** June 19, 2019**Title:** HCDE Area I Head Start Meal & Snack Reports for the month of March 2019**Submitted For:** Venetia Peacock, Head Start **Submitted By:** Sharon McBride**Additional Resource** Gulshan Rahman, Venetia L**Personnel:** Peacock, Jonathan Parker

Information**Posted Agenda Item:**

HCDE Head Start USDA Meal Totals for the month of March 2019; this information was derived from the free standing centers, as well as those that are a part of a multi-service center. It is the count of the students' attendance, breakfasts, lunches, and PM snacks.

Subject:

HCDE Head Start USDA Meal Totals for the month of March 2019.

Rationale:

The HCDE Head Start USDA Meal Totals report for the month of March 2019, includes information regarding the free standing centers and multi-service locations' attendance, breakfast, lunch and PM snacks. These centers have a Child and Adult Care Food Program (CACFP) contract.

Attachments

USDA Meal & Snack Report.March

Form Review**Inbox**

Head Start

Form Started By: Sharon McBride

Final Approval Date: 05/28/2019

Reviewed By

Venetia Peacock

Date

05/28/2019 03:01 PM

Started On: 05/03/2019 05:01 PM

Harris County Department of Education - Head Start Area I
USDA Meal Totals
March 2019 - AMENDED

*Center	Attendance	Breakfast	Lunch	PM	B,L,PM Totals
Barrett Station	452	199	447	415	1061
Baytown	1888	1080	1875	1752	4707
Channelview	1237	741	1214	1118	3073
Compton	1824	1696	1808	1678	5182
Coolwood	799	745	791	740	2276
Fifth Ward	1046	802	1034	954	2790
Humble	911	739	883	821	2443
JD Walker	807	616	737	739	2092
LaPorte	1015	791	1009	917	2717
Pugh	510	483	507	497	1487
Sheffield	1694	921	1675	1532	4128
Tidwell*	889	652	861	815	2328
Baytown Early Head Start	519	481	513	460	1454
Totals	13591	9946	13354	12438	35738

Number of Days Food Service was Provided at Head Start
Number of Days Food Service was Provided at Early Head Start

16
16

*Centers that have a CACFP contract

Regular Board Meeting**10.J.****Meeting Date:** June 19, 2019**Title:** Notification of Head Start Monitoring Review - 06CH7177**Submitted For:** Venetia Peacock, Head Start **Submitted By:** Sharon McBride**Additional Resource** Venetia Peacock, Jonathan Parker**Personnel:**

Information**Posted Agenda Item:**

Please consider acceptance of the Office of Head Start (OHS) Monitoring Review Report - 06CH7177 of the Harris County Department of Education Head Start program.

Subject:

Notification of the Head Start Monitoring Review - 06CH7177

Rationale:

The attached report contains information about the agency's performance and compliance with the requirements of the Head Start Program Performance Standards, Public Law 110-134, Improving HeadStart for School Readiness Act of 2007, and other applicable regulations. It confirms that previously identified findings have been corrected. Accordingly, no corrective action is required at this time.

Attachments

Notification of the HS Monitoring Review

OHS Monitoring Review Rpt., 06CH7177

Form Review**Inbox**

Head Start

Form Started By: Sharon McBride

Final Approval Date: 05/28/2019

Reviewed By

Venetia Peacock

Date

05/28/2019 03:01 PM

Started On: 05/22/2019 05:08 PM



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | 330 C St., SW, 4th Floor, Washington DC 20201 | eclkc.ohs.acf.hhs.gov

May 17, 2019

HARRIS COUNTY DEPARTMENT OF EDUCATION

Re: Grant No. 06CH7177

Dear Head Start Grantee:

The Administration for Children and Families (ACF), Office of Head Start (OHS) recently conducted a monitoring review of your program. The attached report contains information about your agency's performance and compliance with the requirements of the Head Start Program Performance Standards, Public Law 110-134, Improving Head Start for School Readiness Act of 2007, and other applicable regulations.

Please contact your Regional Office for guidance should you have any questions or concerns. Your Regional Office will follow up on the content of this report and can work with you to identify resources to support your program's continuous improvement.

Sincerely,

OHS Monitoring Team



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | 4th floor Switzer Memorial Building, 330 C Street SW, Washington DC | eclkc.ohs.acf.hhs.gov

To: Board Chairperson

Mr. Josh Flynn

Board Chairperson

Harris County Department of Education

6300 Irvington Blvd., Suite 406

Houston, TX 77022-5618

From: Responsible HHS Official

Ann Linch

5-9-19

Date

for

Dr. Deborah Bergeron

Director, Office of Head Start

Overview of Findings

On 4/29/2019, the Administration for Children and Families (ACF) conducted a monitoring review of the Harris County Department of Education Head Start program to determine whether the previously identified findings had been corrected. We wish to thank the governing body, Policy Council, staff, and parents of your program for their cooperation and assistance during the review. This Head Start Review Report has been issued to Mr. Josh Flynn, Board Chairperson, as legal notice to your agency of the results of the program review.

Based on the information gathered during our review, we have closed the previously identified findings. Accordingly, no corrective action is required at this time. If you have questions about this report, please contact your ACF Regional Office.

Distribution of the Head Start Review Report

Copies of this report will be distributed to the following recipients:

Ms. Frances Majestic, Regional Program Manager

Ms. Evangelina Sanchez, Policy Council Chairperson

Mr. James Colbert, CEO/Executive Director

Ms. Venetia Peacock, Head Start Director

Overview Information

Review Type:

Desk/FTL Solo

Organization:

Harris County Department of Education

Program Type:

Head Start

Field Lead:

Ms. Lisa Tarrant

Funded Enrollment HS:

1230

Funded Enrollment EHS:

Not Applicable

Glossary

A glossary of terms has been included to explain the various terms used throughout this report.

Term	Definition
Compliance Measure (CM)	The specific statements that collectively assess the level of program performance for each Key Indicator, focusing on one or more Federal regulations critical to the delivery of quality services and the development of strong management systems.
Strength	A new and/or unique way of reaching the community.
Compliant	No findings. Meets requirements of Compliance Measure.
Concern	An area or areas of performance which need improvement or technical assistance. These items should be discussed with the Regional Office and do not include a timeframe for correction.
Noncompliance	A finding that indicates the agency is out of compliance with Federal requirements (including, but not limited to, the Head Start Act or one or more of the performance standards) in an area or areas of program performance, but does not constitute a deficiency. Noncompliances require a written timeline of correction and possible technical assistance (TA) or guidance from their program specialist, and if not corrected within the specified timeline, can become a deficiency.
Deficiency	<p>As defined in the Head Start Act, the term "deficiency" means:</p> <p>(A) a systemic or substantial material failure of an agency in an area of performance that the Secretary determines involves:</p> <ul style="list-style-type: none"> (i) a threat to the health, safety, or civil rights of children or staff; (ii) a denial to parents of the exercise of their full roles and responsibilities related to program operations; (iii) a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management; (iv) the misuse of funds received under this subchapter; (v) loss of legal status (as determined by the Secretary) or financial viability, loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; or (vi) failure to meet any other Federal or State requirement that the agency has shown an unwillingness or inability to correct, after notice from the Secretary, within the period specified; <p>(B) systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or</p> <p>(C) an unresolved area of noncompliance.</p>

Summary of Findings

Finding Type	Applicable Standards	Program Type	Grant	Timeframe	Status
Safe Learning Environments	§1302.90 (c)(1)(v)	HS	06CH7177	N/A	Corrected

Status of Previously Identified Deficiency Determinations

Finding	Status
---------	--------

§1302 Program Operations.

1302.90 Personnel policies.

(c) Standards of conduct.

(1) A program must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that:

(v) Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

Corrected

Other-Offsite - 12/3/2018 - Deficiency

The grantee did not ensure all staff abided by the program's standards of conduct that no child was to be left alone or unsupervised while under their care. On November 2, 2018, at the Humble Head Start Center, a 3-year-old child was left alone and unsupervised for over 25 minutes on an enclosed playground.

In an interview, the Head Start Director stated a review of video footage showed a child left the classroom undetected at approximately 1:06 p.m. and went outside to play on the adjacent, fenced and gated playground. Inside the classroom, the children were napping, and the teacher assistant left the room momentarily, leaving the teacher sitting on the floor with 17 napping children. The Head Start Director stated the teacher was also working on documents, and not visually supervising. The child walked behind a tall bookshelf and was able to open the door and walk out to the playground without the teacher seeing him leave. The child played on the playground with another child and that child's parent for approximately 25 minutes. The child returned to the classroom door and knocked at 1:32 p.m. The staff in the classroom were transitioning children from nap to snack time and did not hear the child knocking at the door. The housekeeper entered the playground to bring snacks to the classroom and saw the child at the classroom door; she opened the door with her access badge at approximately 1:34 p.m., and returned the child to his classroom.

The Center Manager was notified by a Family Service Provider of the incident. As soon as children began to leave for the day, beginning at 2:30p.m., the Center Manager assigned two staff to supervise the children and called a meeting with another supervisor and the two teaching staff. During the meeting, the stepfather arrived to pick up the child, and the Center Manager left the meeting to notify him of the incident. Both teaching staff were told further disciplinary actions would be forthcoming, and they were asked to submit a written statement of the incident and sent home for the day.

The Center Manager contacted Child Care Licensing and the Child Abuse Hotline the day the incident occurred. A review of a Visit Acknowledgement form found an investigator went to the center on November 5, 2018. A review of documentation found the Head Start Director attempted to notify the Regional Office of the incident by telephone on November 7, 2018, and followed up with an email sent on November 8, 2018. The teaching staff returned to work on November 5, 2018, with an improvement plan for supervision given to both by the Center Manager. This was the third corrective action given to the teaching assistant in as many months.

The grantee did not ensure all staff abided by the program's standards of conduct that no child was to be left alone or unsupervised while under their care; therefore, it was not in compliance with the regulation.

Desk/FTL Solo (4/29/2019) - Corrected

The grantee ensured all staff abided by the program's standards of conduct that no child was to be left alone or unsupervised while under their care. The grantee took personnel actions, developed new and revised current operating policies and procedures, provided additional training for staff, and enhanced safety measures with classrooms.

In an interview, the Senior Head Start Director discussed disciplinary actions taken on November 13, 2018. Disciplinary notices were given to the teacher and teacher assistant involved in the incident for failure to provide active supervision and failure to comply with the grantee's standards of conduct. First Steps to Success Plans were developed on November 16, 2018, as written improvement plans outlining training and support for the teacher and teacher assistant as a part of their corrective action. The teacher and teacher assistant were both placed on administrative leave on December 10, 2018. The teacher assistant was terminated on December 19, 2018, due to failure to improve. On January 24, 2019, the teacher resigned in lieu of termination due to insufficient improvement.

A review of grantee documents showed the grantee developed a formal operating policy for active supervision and updated its Standards of Conduct. The grantee had an active supervision policy in place at the time of the incident; however, it was embedded with a training policy. The grantee revised the policy and made it into a standalone policy, with additional steps to ensure the safety of children and to outline consequences for failing to follow the policy. The grantee also added consequences for failing to follow the Standards of Conduct. In an interview, Policy Council members, Board members, and management staff discussed the steps taken to create a standalone Active Supervision Standard Operating Procedure and to add consequences for staff who failed to follow the grantee's Standards of Conduct.

In the interview, the Senior Head Start Director, Education and Special Service Manager, and Center Manager all discussed and confirmed additional active supervision training was provided to staff at the Humble Head Start Center. A review of training documents showed training took place on January 3, 2019, covering why active supervision was necessary--using the Head Start Program Performance Standards and the Child Care Licensing Standards; and taking the necessary steps for supervision including active supervision, positioning, and teamwork. The staff also received training on using a zoning map and a zoning chart.

The Senior Head Start Director also described changes made to the environment to support active supervision and the overall safety of the children. The grantee placed bells on classroom doors, rearranged classrooms, readjusted camera views of the classrooms, removed any wall coverings obstructing the camera's view, modified the entrance gates to include automatic spring latch for closure, and installed gates between the classrooms and hallway as extra safety precautions.

The grantee ensured all staff abided by the program's standards of conduct that no child was to be left alone or unsupervised while under their care. This area of deficiency is corrected.

— END OF REPORT —

Regular Board Meeting**10.K.****Meeting Date:** June 19, 2019**Title:** HCDE Head Start Performance Report for the month of April 2019**Submitted For:** Venetia Peacock, Head Start **Submitted By:** Sharon McBride**Additional Resource** Jonathan Parker, Venetia L**Personnel:** Peacock, Jana Jones, Ishan Rajani

Information**Posted Agenda Item:****HCDE Head Start Performance Report for the month of April 2019****Subject:**

HCDE Head Start Performance Report for the month of April 2019

Rationale:

The HCDE Head Start performance report for the month of April includes information regarding the center locations, selection totals, center capacities, enrollment including number served, number of days, number withdrawn, disability, over income, and wait lists totals.

Attachments

HS Performance Rpt.April.2019

Form Review**Inbox**

Head Start

Form Started By: Sharon McBride

Final Approval Date: 05/28/2019

Reviewed By

Venetia Peacock

Date

05/28/2019 03:01 PM

Started On: 05/22/2019 05:06 PM

HARRIS COUNTY DEPARTMENT OF EDUCATION - HEAD START PERFORMANCE REPORT April 01, 2019 - April 30, 2019

Center	Center Capacity #	Enrollment									
		Currently Enrolled									
		Total		ADA %	Withdrawn	Disability		Over Income		Waitlist	
		# Served	% Served			# of Days	#	%	#	%	#
Barrett Station	34	41	121%	83%	8	21	2	6%	0	0%	18
Baytown	134	146	109%	92%	12	21	5	4%	0	0%	29
Channelview	97	101	104%	90%	4	21	5	5%	0	0%	28
Compton	131	160	122%	92%	32	21	2	2%	0	0%	42
Coolwood	62	79	127%	90%	17	21	4	6%	0	0%	4
Dogan	99	105	106%	95%	8	21	2	2%	0	0%	14
Fifth Ward	74	83	112%	88%	9	21	2	3%	0	0%	5
Fonwood	102	110	108%	93%	8	21	0	0%	0	0%	3
Humble	74	87	118%	90%	23	21	2	3%	0	0%	12
J.D. Walker	60	71	118%	89%	12	21	8	13%	0	0%	3
La Porte	108	111	103%	87%	16	21	5	5%	0	0%	10
Pugh	74	79	107%	93%	7	21	0	0%	0	0%	25
San Jacinto	19	19	100%	93%	1	21	0	0%	0	0%	4
Sheffield	137	151	110%	90%	14	21	9	7%	0	0%	35
Tidwell	71	80	113%	89%	11	21	3	4%	0	0%	5
All Centers	1276	1423	112%	90%	182	21	49	4%	0	0%	237

**HARRIS COUNTY DEPARTMENT OF EDUCATION - EARLY HEAD START
PERFORMANCE REPORT
April 01, 2019 - April 30, 2019**

Center	Enrollment											
	Center Capacity #	Currently Enrolled									Waitlist	
		Total			ADA %	Withdrawn	Disability		Over Income			
		# Served	% Served	# of Days			#	%	#	%		
Baytown EHS	40	48	120%	21	89%	25	0	0%	0	0%	24	50%
All Centers	40	48	120%	21	89%	25	0	0%	0	0%	24	60%

**HARRIS COUNTY DEPARTMENT OF EDUCATION - CHILD CARE PROGRAM
PERFORMANCE REPORT
April 01, 2019 - April 30, 2019**

Center	Enrollment												
	Center Capacity #	Currently Enrolled											
		Total			ADA %	Withdrawn		Disability		Over Income		Waitlist	
		# Served	% Served	# of Days		Actual	#	%	#	%	#	%	#
John G. Jones	12	9	75%	21	91%	5	1	8%	0	0%	13	144%	
Kool Kids	32	36	113%	21	90%	16	4	13%	0	0%	14	39%	
Let's Learn	16	8	50%	21	82%	2	0	0%	0	0%	3	38%	
Purpose Kids	16	16	100%	21	88%	7	1	6%	0	0%	20	125%	
All Centers	76	69	91%	21	88%	30	6	8%	0	0%	50	66%	