

**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 **21st day of August 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  
August 21, 2019  
Agenda of Regular Meeting**

A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held August 21, 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** - Brenda Mullins, Schools Division
2. **Pledge of Allegiance to the US flag** - Gabriella Hernandez, Schools Division
3. **Pledge of Allegiance to the Texas flag** - Gabriella Hernandez, Schools Division
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 Schools Division** - Anthony Mays, Senior Director
  - 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 07/31/2019** - Jesus Amezcua, Assistant Superintendent for Business Services 16
6. **ACTION ITEMS - CONSENSUS**
  - A. Consider approval of the following Business Services items:
    1. Monthly Budget Amendment Report 93

2. Monthly Disbursement Report 121
3. Monthly Investment Report for July 2019 218
- B. Consider approval of the following Board Meeting Minutes
  1. 7-17-2019 Regular Board Meeting 237
- C. Consider acceptance of the following grant awards:
  1. **Consider approval of Notice of Obligation between Houston-Galveston Area Council (H-GAC) and Harris County Department of Education** to incur costs up to a maximum of \$1,187,500, for Adult Education and Literacy services for the period of 07/01/2019 through 06/30/2020. 239
  3. **Acceptance of grant proposal to TEGNA Foundation in the amount of \$11,000** to support Head Start's REAL SuperMENtors Read project, which promotes literacy skills for preschool students. Accepted funds will help serve over 300 students. 242
  4. **Consider approval to submit the HCDE Head Start 2019 Continuation Grant Award, in the amount of \$12,835,823**, for the period of January 1, 2020 - December 31, 2020. The awarded amount includes \$12,686,636 for program operations and \$149,187 for training and technical assistance. 243
  5. **Consider approval to amend the child care partnership agreement between Harris County Department of Education and Deskot LLC, DBA Kool Kids Daycare** at the facility located at 602 Fairmont Parkway, Pasadena, Texas, 77504 in the amount not to exceed \$149,000 (an increase of \$9,000). 244
  6. **Consider approval to submit a Phase 1 Application for Disaster Relief funds to replace the Coolwood Head Start facility** in the amount of \$1,433,384. This application included a request to waive the non-federal share match of \$358,346. 247
- D. Consider ratification/approval of the following Interlocal Contracts:
  1. **Interlocal (revenue) contracts for FY 2020 for therapy services in the aggregate amount of \$3,303,886 with School-Based Therapy Services** and the following districts: Cypress-Fairbanks ISD (1573 students served in FY18) in the amount of \$2,918,286; Spring Branch ISD (250 students served in FY18) in the amount of \$385,600. 248
  2. **Interlocal (revenue) contracts for FY 2020 in the aggregate amount of \$968,435 with Academic and Behavior School East with the following districts:** Clear Creek ISD for sixteen (16) in-county annual contracts in the amount of \$329,680 (\$20,605 each); Pasadena ISD for sixteen (16) in-county annual contracts in the amount of \$329,680 (\$20,605 each); Sheldon ISD for three (3) in-county annual contracts in the amount of \$61,815 (\$20,605 each); Spring ISD for twelve (12) in-county annual contracts in the amount of \$247,260 (\$20,605) for the contract period of 8/26/19 through 06/05/20. 251
  3. **Interlocal (revenue) contracts for FY 2020 in the aggregate amount of \$247,260 with Academic and Behavior School West with the following districts:** Cypress Fairbanks ISD for four (4) in-county annual contracts in the amount of \$82,420 (\$20,605 each); Katy ISD for eight (8) in-county annual contracts in the amount of \$164,840 (\$20,605 each) for the contract period of 8/26/19 through 06/05/20. 265

4. **Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$60,500 with Academic and Behavior School West with the following district:** Fort Bend ISD for eleven (11) out-of-county Extended School Year (ESY-Summer School) contracts in the amount of \$60,500 (\$5,500 each) for the contract period of 06/10/19 through 07/11/19. 272
  5. **Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$180,882 with Highpoint School East with the following district:** Goose Creek Consolidated ISD for eighteen (18) in-county annual contracts in the amount of \$180,882 (\$10,049 each) for the contract period of 8/26/19 through 06/05/20. 277
- E. Consider approval of the following items for the HCDE Choice Partners Cooperative:
1. **Contract renewal option for job no. 15/060JN for Third Party Code Inspection Services with the following vendor:** Bureau Veritas North America, Inc. (#15/060JN-01) for the period 10/20/2019 through 10/19/2020. 281
  2. **Contract renewal option for job no. 15/065KC for Affordable Care Act (ACA) Auditing/Reporting Services with the following vendor:** Eligibility Tracking Calculators, LLC (#15/065KC-02) for the period 10/20/2019 through 10/19/2020. 283
  3. **Contract renewal option for job no. 16/059KH for Student Information System with the following vendor:** Focus School Software (#16/059KH-01) for the period 10/18/2019 through 10/17/2020. 285
  4. **Contract renewal option for job no. 17/038CG for JOC-IDIQ for Roofing, Building Envelope and Waterproofing with the following vendors:** American Contracting USA, Inc. (#17/038CG-02); CR Systems, Inc. (#17/038CG-04); CS Advantage USAA, Inc. (#17/038CG-05); D7 Roofing & Metal, LLC (#17/038CG-06); Duro-Last, Inc. dba Duro-Last Roofing, Inc. (#17/038CG-07); Fusion Trading, LLC dba Hi-Mark Roofing and Waterproofing (#17/038CG-08); John A. Walker Roofing Company, Inc. (#17/038CG-10); LD Tebben Company, Inc. (#17/038CG-11); Sea-Breeze Roofing, Inc. (#17/038KC-12); Texas Liqua Tech Services, Inc. dba Liqua Tech (#17/038CG-15), and WS Equipment Leasing Enterprises of Texas, Inc. dba Weatherproofing Services, LLC (17/038CG-16) for the period 10/18/2019 through 10/17/2020. 287
  5. **Contract renewal option for job no. 17/049KD Financial and Operations Analysis, Evaluation & Reporting Software with the following vendor:** Open Gov, Inc. (#17/049KD-01) for the period 10/18/2019 through 10/17/2020. 300
  6. **Contract renewal option for job no. 18/056KD for Technology Hardware, Software and Services with the following vendors:** ACCO Brands Corporation dba ACCO Brands USA, LLC (#18/056KD-02); Agular Systems Incorporated (#18/056KD-03); Audio Optical Systems of Austin, Inc. (#18/056KD-04); Avaya, Inc. (#18/056KD-05); Best Buy Stores, L.P. dba Best Buy for Business (#18/056KD-07); Birch Cline Technologies, LLC (#18/056KD-08); ByteSpeed, LLC (#18/056KD-10); Case Emergency Systems (#18/056KD-12); CDW, LLC dba CDW Government LLC, CDW Government (#18/056KD-13); Critical Infrastructure Solutions (CIS), LLC (#18/056KD-15); Data Projections, Inc. (#18/056KD-17); DataVox, Inc. (#18/056KD-18); Digi International, Inc. dba SmartSense (#18/056KD-19); doc2e-file, Inc. (#18/056KD-21); Education Networks of America, Inc. dba ENA Services, LLC (#18/056KD-22); Electronic Recyclers International, Inc. (#18/056KD-23); Double M Laser Products, Inc. dba Enhanced Laser Products (#18/056KD-24); eRate 360 Solutions, LLC (#18/056KD-25); Formative Loop, Inc. (#18/056KD-26); Technology Assets, LLC dba Global Asset (#18/056KD-27); HiED Inc. (#18/056KD-28); 5205 Limited Partnership dba Houston Communications, Inc. (HCI) (#18/056KD-29); Insight Investments, LLC (#18/056KD-30)g 302

Insource Technology Corporation dba Insource Technology Direct, LLC (#18/056KD-31); Intech Southwest Services, LLC (#18/056KD-32); iTech Enterprises, LLC dba iTech Solutions (#18/056KD-34); LyncVerse Technologies (#18/056KD-37); MicroTechnologies, LLC dba MicroTech (#18/056KD-38); Nearpod, Inc. (#18/056KD-39); Netsync Network Solutions (#18/056KD-40); Network Cabling Services, Inc. (#18/056KD-41); Southwest Texas Horizons, LLC dba New Horizons CLC of Houston (#18/056KD-42); Nuemman dba Nuemman, LLC (#18/056KD-43); NWN Corporation (#18/056KD-44); Panorama Education, Inc. (#18/056KD-46); PCCare, Inc. dba Square3 (#18/056KD-47); PCMG, Inc. dba PCM Gov, Inc. (#18/056KD-48); PopSmart Technologies, LLC (#18/056KD-49); PS Lightwave, Inc. dba Pure Speed Lightwave (#18/056KD-52); R3 Collaboratives, Inc. (#18/056KD-53); Asset Management & Disposal dba RetirePC (#18/056KD-54); Revolution Data Systems, LLC (#18/056KD-55); Set Solutions, Inc. (#18/056KD-56); SHI Government Solutions, Inc. (#18/056KD-57); Shmoop University, Inc. (#18/056KD-58); SuccessEd, LLC (#18/056KD-60); Technical Laboratory Systems, Inc. (#18/056KD-61); Veritrust Corporation (#18/056KD-62); Virtucom, Inc. (#18/056KD-63); Waypoint Business Solutions, LLC (#18/056KD-64), and WebRevelation, Inc. (#18/056KD-65) for the period 09/19/2019 through 09/18/2020.

7. **Contract renewal option for job no. 18/067MR for JOC-IDIQ for Athletic Surfaces and Related Items with the following vendors:** EMA Sports Solutions, LLC (#18/067MR-01); Floor Tex Commercial Flooring (#18/067MR-02); ICON Diversified, LLC (#18/067MR-03); Playgrounds Today, Inc. dba PTI Sports & Recreation Construction (#18/067MR-04), and Rubber Flooring Systems, Inc. (#18/067MR-05) for the period 10/17/2019 through 10/16/2020. 357
  
8. **Contract renewal option for job no. 18/072KC for Industrial Equipment Rent, Lease or Purchase with the following vendors:** ASIET, Inc (#18/072KC-01); HVAC Mechanical Services of Texas, Ltd dba Hunton Services (#18/072KC-03); Lansdowne Moody Company, Inc. (#18/072KC-05), and United Rentals (North America), Inc. (#18/072KC-06) for the period 10/17/2019 through 10/16/2020. 263
  
9. **Contract renewal option for job no. 18/075KD for Custodial Supplies and Services with the following vendors:** Ambassador Services, LLC (#18/075KD-01); Auto-Chlor Services, LLC (#18/075KD-02); Buckeye International, Inc. dba Buckeye Cleaning Center-Houston (#18/075KD-03); Butler Business Products, LLC (#18/075KD-04); Complete Supply, Inc. (#18/075KD-05); Ecolab, Inc. (#18/075KD-06); Western-BRW Paper Company, Inc. dba High Point (#18/075KD-07); Kleen Supply, Inc. (#18/075KD-08); MANS Distributors, Inc. (#18/075KD-09); McLemore Building Maintenance, Inc. (#18/075KD-10); Pasco Brokerage, Inc. (#18/075KD-11); Cordell Incorporated dba Ridley's Vacuum & Janitorial Supply (#18/075KD-12); Rio Paper & Supply, LLC (#18/075KD-13), and School Specialty, Inc. (#18/075KD-15) for the period 10/17/2019 through 10/16/2020. 368
  
10. **Contract award for job no. 19/039TJ for Food Equipment, Parts, Repair, Installation, Maintenance, Small Wares, and Related Items and Service with the following vendor:** ITW Food Equipment Group, LLC dba Hobart Service (#19/039TJ-08) for the period 08/21/2019 through 07/31/2020. 384
  
11. **Contract award for job no. 19/042MJ for Disaster Mitigation Commodities/Services - JOC Disaster Recovery Services with the following vendors:** Belfor USA Group, Inc. dba Belfor Property Restoration (#19/042MJ-01); BMS CAT, Inc. dba Blackmon Mooring of Texas (#19/042MJ-02); Enterprise Builders, LLC (#19/042MJ-03); ERC Environmental & Construction Services, Inc. dba ERC (#19/042MJ-04); Gerloff Company, Inc. (#19/042MJ-05); Horizon International Group, LLC (#19/042MJ-06), and Texas General Contractors, Inc. (#19/042MJ-07) for the period 08/21/2019 through 08/20/2020. **ITEM REMOVED**

12. **Contract award for job no. 19/047KC for Communications, Creative and Marketing Services and Related Items with the following vendors:** Alboum & Associates, LLC (#19/047KC-01); CKP Communications Group, LLC (#19/047KC-02); Love Advertising, Inc. (#19/047KC-03), and Versa Creative Group, LLC (#19/047KC-04) for the period 08/21/2019 through 08/20/2020. 409
  13. **Contract award for job no. 19/048MR for Pest/Lawn/Pool Chemical Supplies and Services with the following vendors:** Copesan Services, Inc. dba Holder's Pest Solutions (#19/048MR-01), and J.R. Simplot Company dba Simplot Partners (#19/048MR-02) for the period 08/21/2019 through 08/20/2020. 472
  14. **Contract award for job no. 19/051TP for Frozen Dessert Products with the following vendors:** BlueBonnet DSD Irving, Inc. dba BlueBonnet Ice Cream (19/051TP-01); Dippin' Dots Holdings, L.L.C. dba Dippin' Dots, L.L.C. (19/051TP-02), and Southern Ice Cream (19/051TP-03) for the period of 08/21/2019 through 08/20/2020. 558
  15. **Contract Amendment #1 for Service Contract for job no. 18/034MR for Contracted Services with the following vendor:** Ann Marie Harbor not to exceed \$70,000 including reimbursable expenses for the period of 10/01/2018 through 08/31/2019. 567
  16. **Assignment of contract for job no. 17/026KH-37 for Technology Products and Services** from Total Technologies, LLC (contract no.17-026KH-37) to Inflow Communications, Inc. The effective date of the Consent for Assignment is August 21, 2019. 569
  17. **HCDE Interlocal Agreements with:** Lockhart ISD, Lockhart, Texas; FAILED Foundation, DeSoto, Texas; Metropolitan Transit Authority of Harris County (Signature Update Only), Houston, Texas; Western Texas College, Snyder, Texas, and Friendswood Friends Church, Friendswood, Texas. 572
- F. Consider approval of the following items for Internal Purchasing:
1. **Contract renewal option for job no. 15/063YR for CASE After-School and Summer Direct Service Providers with the following vendor:** Little Birdies Mobile Golf Academy for the period of 09/15/2019 through 09/14/2020. 600
  2. **Contract award for job no. 19/050IA - Contracted Services for the Teaching Learning Center to the proposers offering the best value to HCDE** and meeting the specifications outlined in the proposal: Bridge to Leadership, LLC, Greg Garrett, Kagan Publishing & Professional Development, KAMICO Instructional Media, Inc., Odigo Services, LLC, PreForward, SBC Consulting (Tammy Smithers), and VRJ & Associates for the period of 9/01/2019 through 8/31/2024 (subject to annual appropriations of funding). 602
- G. Consider approval of the following Revenue Agreements:
1. **Approval of Service Agreement (revenue) with United Way of Greater Houston for CASE for KIDS** to provide quality support services to 125 after school programs in Harris County for the period of 09/1/2019 through 7/31/2020 in an amount of \$75,000. 620
  2. **Acceptance of funds totaling \$1,608,939.00 from the Texas Education Agency for CASE for Kids' Cycle 9 Year 4 21st Century Community Learning Centers grant** for the period of 08/01/2019 through 07/31/2020; CASE for Kids anticipates serving 820 students with these grant funds. 627

3. **Acceptance of funds totaling \$1,500,000 from the Texas Education Agency for CASE for Kids' Cycle 10 Year 2 21st Century Community Learning Centers grant** for the period of 08/01/2019 through 07/31/2020; CASE for Kids anticipates serving 975 students with these grant funds. 629

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

- A. **Consider approval to increase the allowable maximum contract amounts under CH Local FY 2019** for Powerschool Group, LLC (Pentamation) (original \$60,000) requesting new total of \$100,000(increase of \$40,000); Zieben Foundation Properties (original \$60,000) requesting new total of \$75,000 (increase of \$15,000); Karczewski, Bradshaw, Spalding, Nichols, Lamp, Langlois (original \$300,000) requesting new total of \$500,000 (increase of \$200,000); Harris County Appraisal District (original \$175,000) requesting new total of \$200,000 (increase of \$25,000) 636

- B. **Expenditures which have been previously procured and are expected to aggregate to \$50,000 or more for FY 2020 under Policy CH Local** for various HCDE divisions for an aggregate amount not to exceed \$17,720,420: Butler Business Products, Harris County Appraisal District, Data Recognition Corporation, Versa Creative, Brothers Produce, Childcare Career, LLC., City of Houston Health Department, CV Baytown Joint Venture, Delta-T Group, Inc., Deskot, LLC., Fellowship of Purpose Early Childhood, Hardies Fruit & Vegetables Co., Julie Ann Smith, Kaplan Early Learning Company, KQC Investors, LLC., Labatt Institutional Supply Company/Labatt Food Services, LLC., Milk Products LLC/Borden Dairy Company, Scholastic Library Publishing, Inc., Valley Services, Inc., Zenith Learning (Zenith Premier), Zieben Foundation Properties, City of Houston Water, Construction Masters of Houston, Inc., Dura Pier Facilities Services, LTD, Engie Resources, Inc., ERC Environmental & Construction Services, Inc., Executive Threat Solutions, LLC., Facilities Sources, Gowan, Harris County Treasurer, Highpoint Sanitary Solutions, McGriff Seibels & Williams, Metropolitan Landscape, Texas Political Subdivisions, TXU, Davis Vision, Inc., Execu Team Staffing, LLP, First Financial (Flex Medical), First Financial (Health Savings), Karczewski, Bradshaw, Spalding, Nichols, Lamp, Langlois, Met Life Dental, Metropolitan Life Insurance Company, Public Agency Retirement (PAR), TCG Administrators, Arthur J. Gallagher, The Standard Life Insurance, TRS Active Care (Employee Paid), TRS Active Care (HCDE/State), Unum Dental (Employee Paid), Unum Life Insurance Company of America, Unum Life Insurance Company of America, Data Recognition Corporation, CDW Government, Inc., Comcast Holdings Corporation, PS Lightwave, Inc., Powerschool Group, LLC., Prime Systems, SHI Government Solutions, Inc., Total Technologies, LLC., Unique Digital Technology, Inc., & Verizon Wireless. 637

- C. **Consider approval of RFQ 19/049YR Engineering Services, for a pool of engineers to be contracted as needed by both Harris County Department of Education and the Public Facilities Corporation (PFC) of Harris County Department of Education.** The pool consists of the following vendors: A & E Structural Engenuity; Alpha Testing; ARMKO Industries, Inc.; ASA Dally, Inc. Structural Engineers; Asakura Robinson; DBR Engineering Consultants, Inc.; DIG Engineers (LEAF Engineers); Doucet & Associates, Inc.; Estes, McClure & Associates, Inc.; Gradient Group, LLC; HTS, Inc. Consultants; Hunton Services; Infrastructure Associates, Inc.; Johnston, LLC; Kimley-Hornand Associates, Inc.; LTY Engineers; Matrix Structural Engineers; Price Consulting, Inc.; Raba Kister; Rice & Gardner Consultants, Inc.; SSCI Environmental; and Terracon Consultants, Inc. 776

- D. **Renewal Option and Contract for job no. 17/043KJ for Adolescent Recovery Support & Counseling Services for HCDE Fortis Academy with the following vendor:** The Turning Point, Inc. for a program cost of \$242,360 for the period of 12/01/2019 through 11/30/2020. 790

- E. **Consider approval of estimated reserved fund balances for non-spendable**, restricted, committed assigned and unassigned under the Governmental Accounting Standards Board (GASB) 54. 812
- F. **Consider approval of Amendment # 1 to Service Agreement with ChildCare Careers, LLC (RFP# 18/035YR) in an amount not to exceed \$285,000** (increase of \$175,000) and with Zenith Learning (Zenith Premier, Inc.) (RFP#17/017LB) in an amount not to exceed \$150,000 (increase of \$50,000) to provide substitute Teachers and Teaching Assistants to HCDE Head Start /Early Head Start program for the period of January 1, 2019 to December 31, 2019. 815
- G. **Consider approval of Revenue Agreement with the Education Foundation of Harris County with Harris County Department of Education for CASE for Kids** for Year 3 from 08/22/2019 to 08/31/2020 in the amount of \$74,250 to implement the Afterschool Strategic Investment (ASI) program consistent with the grant award approved for a three year period effective 08/21/2017 and ending 08/31/2020. The source of this grant funding is Houston Endowment Inc. 818
- H. **Contract renewal option for job no. 16/038LB and renew coverage for workers' compensation insurance with Arthur J. Gallagher & Co.** for the estimated amount of \$394,944.00 (to be audited) for the period of 09/01/2019 through 08/31/2020. 823
- I. **Consider possible action on certification of the anticipated debt collections rate for the tax year 2019, certification of the excess debt collection rate for the tax year 2018 and the calculation of the 2019 Effective Tax Rate and Roll Back calculation to be prepared by Harris County Tax Assessor/Collector.** 856
- J. **Consider acceptance of the carryover funds from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for the HCDE Head Start -Early Head Start Child Care Partnership** in the amount of \$2,260,415.00 for a period of 09/01/2018 through 8/31/2019. 858
- K. **Consider approval of a resolution amending the Authorized Representatives in the Lone Star,TEXPool, and TexSTAR investment pools** due to a change in investment responsibilities in the business office. 864
- L. **Consistent with Board Policy FO (Legal), consider approval of the HCDE Schools Division -Student Code of Conduct** for school year 2019-2020. 871
- M. **Consider approval of Job Order Contract for the Fortis Academy Camera System Upgrade Project** with Quality Security Systems (job no. 15/037JN-07) in the total amount of \$60,744.55. 911
- N. **Consider approval of Job Order Contract for the Challenge Course Project at Fortis Academy** with Facilities Sources (job no. 16/054JN-04) in the total amount of \$88,835.66. 952
- O. **Consider first reading of the following revised local policies:** 989
1. BBD(LOCAL)
  2. CAA(LOCAL)
  3. CDA(LOCAL)
  4. CH(LOCAL)
  5. CJA(LOCAL)
  6. CK(LOCAL)



- 7. CQ(LOCAL)
- 8. CV(LOCAL)
- 9. DCB(LOCAL)
- 10. DEA(LOCAL)
- 11. DEC(LOCAL)
- 12. DED(LOCAL)
- 13. DFD(LOCAL)
- 14. DH(LOCAL)
- 15. DHE(LOCAL)
- 16. DIA(LOCAL)
- 17. FMA(LOCAL)
- 18. FNG(LOCAL)
- 19. GF(LOCAL)
- 20. GKA(LOCAL)
- 21. GKB(LOCAL)

P. **Consider acceptance of the Notice of Award - for Early Head Start Child Care Partnerships (EHS-CCP) 06HP000311-01-00 from the Department of Health and Human Services (HHS) Administration for Children and Families (AFC)** in the amount of \$2,147,169, for Early Head Start operations and \$50,000, for training and technical assistance for the 09/01/2019-08/31/2020 budget period. 990

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 the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees.

B. Obtain legal advice regarding Wolfe v. HCDE, Docket No. 2019-27081, 234th Judicial District Court, Harris County.

9. **RECONVENE** for possible action on items discussed in executive session

10. **INFORMATION ITEMS**

A. **Human Resources Information Items** 997

B. **July 2019 Employee Count** 999

C. **A school district that enters into a purchasing contract valued at \$25,000 or more under Education Code 44.031(a) (5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract.** 1000

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item.

HCDE paid fees to the Cooperative purchasing programs listed below; the cooperative, the fees, and the purpose and disposition of the fees are listed below.

Texas Comptroller of Public Accounts (TPASS) \$100.00 Annual Membership Fee 13

- D. **HCDE Area I Head Start USDA Meal Totals for the months of May and June 2019**; this information was derived from the free standing campuses, 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 snack.
- E. **HCDE Head Start Performance Report for the Month of May 2019** 1005
11. **ADJOURN** - Next regular meeting is scheduled for Wednesday, September 18, 2019, Board Room, 6300 Irvington Blvd., Houston, Texas, 77022, at 1:00 p.m.

A handwritten signature in blue ink, reading "James Colbert, Jr.", is centered on the page. The signature is fluid and cursive, with a large initial "J" and "C".

James Colbert, Jr.  
County School Superintendent

# Monthly Financial Report



Month: July 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: July 31, 2019

Schedule 1

	<u>ACTUAL</u>
<b><u>ASSETS</u></b>	
Cash and Temporary Investments	\$ 38,692,658
Property Taxes-Delinquent at September 1, 2018	843,570
Less: Allowances for Uncollectible Taxes	(16,871)
Due from Federal Agencies	-
Other Receivables	1,303,512
Inventories	127,945
Deferred Expenditures	-
Other Prepaid Items	33,657
<b>TOTAL ASSETS:</b>	<b>\$ 40,984,470</b>
<b><u>LIABILITIES</u></b>	
Accounts Payable	16,563
Bond Interest Payable	-
Due to Other Funds	-
Accrued Wages	-
Payroll Deductions	932,431
Due to Other Governments	-
Deferred Revenue	836,890
<b>TOTAL LIABILITIES:</b>	<b>\$ 1,785,884</b>
<b><u>FUND EQUITY</u></b>	
Unassigned Fund Balance	17,557,462
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	9,786,424
<b>TOTAL FUND EQUITY:</b>	<b>\$ 38,986,296</b>
Fund Balance Appropriated Year-To-Date	212,290
<b>TOTAL LIABILITIES, FUND EQUITY, AND FUND BALANCE APPROPRIATED TO DATE:</b>	<b>\$ 40,984,470</b>

<b><u>Financial Strength Indicator: Working Capital</u></b>			
Total Current Assets	=	40,984,470	
			= <b>39,198,586</b>
- Total Current Liabilities		- 1,785,884	

<b><u>Efficient Leverage Indicator</u></b>			
Unassigned Fund Balance	=	17,557,462	
			= <b>45 %</b>
Total Fund Balance		39,198,586	

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

Schedule 2

	BUDGET	YTD REVENUES		VARIANCE	FY 18-19 % BUDGET REALIZED	FY 17-18 % BUDGET REALIZED
<b>REVENUES &amp; OTHER RESOURCES</b>						
* General Fund-1XX	\$ 53,941,027	\$ 52,825,302		\$(1,115,725)	98%	84%
Special Revenue Funds-2XX, 3XX, 4XX	44,709,806	24,788,879		(19,920,927)	55%	56%
Debt Service Fund-599	3,149,497	3,149,496		(1)	100%	100%
PFC Capital Projects Fund-698&699	2,000,000	222,497		(1,777,503)	11%	13%
Trust and Agency Funds-8XX	-	5,157		5,157	0%	0%
Choice Partners-711	4,646,364	8,028,152		3,381,788	173%	109%
Workers' Compensation Fund-753	300,000	231,383		(68,617)	77%	75%
Internal Service Fund-Facilities-799	5,428,496	4,424,856		(1,003,640)	82%	79%
<b>Total Revenues &amp; Other Resources:</b>	<b>114,175,190</b>	<b>93,675,722</b>		<b>(20,499,468)</b>	<b>82%</b>	<b>70%</b>
<b>EXPENDITURES &amp; OTHER USES</b>						
* General Fund-1XX	58,078,317	43,038,878	1,627,808	13,411,631	77%	84%
Special Revenue Funds-2XX, 3XX, 4XX	44,709,806	25,836,268	2,497,330	16,376,209	63%	56%
Debt Service Fund-599	3,149,497	3,149,496	-	1	100%	100%
PFC Capital Projects Fund-698&699	12,500,000	1,988,587	5,509	10,505,904	16%	13%
Trust and Agency Funds-8XX	-	2,451	1,520	(3,971)	0%	0%
Choice Partners-711	4,646,364	8,028,152	53,324	(3,435,112)	174%	109%
Workers' Compensation Fund-753	450,000	303,580	-	146,420	67%	75%
Internal Service Fund-Facilities-799	5,428,496	4,424,856	320,145	683,495	87%	79%
<b>Total Expenditures &amp; Other Uses:</b>	<b>128,962,480</b>	<b>86,772,267</b>	<b>4,505,635</b>	<b>37,684,577</b>	<b>71%</b>	<b>70%</b>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	<b>(14,598,090)</b>	<b>7,154,146</b>				
Beginning Fund Balance-September 1st:	42,583,959	42,583,959				
<b>Estimated Fund Balance:</b>	<b>\$ 27,985,869</b>	<b>\$ 49,738,105</b>				

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

<b>Current Tax Revenue to Total Revenue Ratio Indicator:</b>			
Current Tax Revenue	=	22,879,934	= 24.4 %
Total Revenue		93,675,722	

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

	BUDGET	YTD REVENUES	VARIANCE	FY 18-19 % BUDGET REALIZED	FY 17-18 % BUDGET REALIZED
<b>REVENUES &amp; OTHER RESOURCES</b>					
<b>Revenues</b>					
Local Customer Fees/Charges	\$ 22,882,435	\$ 20,562,479	\$(2,319,956)	90%	90%
Local Property Tax Rev-Current	23,325,040	22,879,934	(445,107)	98%	100%
Local Property Tax Rev-Del, P&I	150,000	131,238	(18,762)	87%	43%
Local Investment Earnings	336,000	690,659	354,659	206%	271%
Local Grants Indirect Cost Rev	-	-	-	0%	0%
Local Grants	-	-	-	0%	0%
Local Miscellaneous Revenue	102,703	116,342	13,639	113%	117%
<b>Total Local:</b>	<b>46,796,178</b>	<b>44,380,651</b>	<b>(2,415,527)</b>	<b>95%</b>	<b>95%</b>
State FSP-Compensation	340,000	257,561	(82,439)	76%	89%
State TEA-State Health Insurance	650,000	522,927	(127,073)	80%	108%
State Indirect Cost	25,629	-	(25,629)	0%	117%
<b>Total State:</b>	<b>1,015,629</b>	<b>780,488</b>	<b>(235,141)</b>	<b>77%</b>	<b>101%</b>
Federal Grants Indirect Cost	1,550,000	1,408,152	(141,848)	91%	90%
<b>Total Revenues:</b>	<b>49,361,807</b>	<b>46,569,291</b>	<b>(2,792,516)</b>	<b>94%</b>	<b>95%</b>
<b>Other Resources</b>					
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	6,154,022	4,074,802	296%	155%
<b>Total Other Resources:</b>	<b>4,579,220</b>	<b>6,256,011</b>	<b>1,676,791</b>	<b>137%</b>	<b>71%</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>53,941,027</b>	<b>52,825,302</b>	<b>(1,115,725)</b>	<b>98%</b>	<b>93%</b>

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.

<b><u>Indirect Cost to Tax Ratio Indicator:</u></b>			
Indirect Cost General Fund	=	1,408,152	=
Total General Fund Revenues		52,825,302	<b>2.7%</b>

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

	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 18-19 % BUDGET USED	FY 17-18 % BUDGET USED
<b>EXPENDITURES &amp; OTHER USES</b>						
<b>Expenditures</b>						
Adult Education-Local	\$ 151,184	\$ 140,809	\$ -	\$ 10,375	93%	74%
Educ Cert & Prof Advance	648,292	518,743	2,056	127,493	80%	86%
Assistant Superintendent-Academic Support	286,525	259,909	-	26,616	91%	90%
Asst Supt-Education and Enrichment	287,602	260,225	-	27,377	90%	89%
Board of Trustees	196,016	160,825	2,571	32,620	83%	46%
Business Support Services	1,964,411	1,532,155	110,376	321,880	84%	85%
Center for Safe & Secure Schools	605,633	487,243	41,325	77,065	87%	79%
Communication	829,855	735,650	25,009	69,197	92%	82%
Client Engagement	696,621	561,852	13,757	121,012	83%	78%
Ctr A/S Summ & Exp Learn	675,737	574,542	27,541	73,654	89%	81%
Department-Wide	3,622,143	2,956,287	88,064	577,791	84%	83%
Chief of Staff	286,106	239,608	504	45,995	84%	78%
Facilities						
Construction Services	194,578	203,270	-	(8,692)	104%	90%
Facilities Support Services	-	-	-	-	0%	0%
Local Construction Fund 170	1,000,000	181,654	539,455	278,891	72%	19%
Building Replacement Schedule	48,735	22,248	22,225	4,262	91%	88%
Records Management Services	1,940,133	1,888,618	37,604	13,910	99%	82%
Head Start-Local	5,000	2,907	-	2,093	58%	80%
Human Resources	1,085,113	907,643	41,570	135,901	87%	85%
The Teaching and Learning Center						
Bilingual Education	135,315	89,284	14,214	31,817	76%	75%
Digital Learning	-	-	-	-	0%	73%
Digital Education and Innovation	239,730	207,357	-	32,373	86%	72%
TLC (Division Wide)	307,736	249,126	2,300	56,310	82%	83%
Early Childhood Winter Conference	138,508	111,348	-	27,160	80%	75%
English Language Arts	194,865	174,550	1,489	18,825	90%	72%
Math	224,042	185,913	11,470	26,659	88%	83%
Professional Development	39,000	23,452	-	15,548	60%	15%
Science	147,575	80,930	152	66,494	55%	80%
Social Studies	41,666	25,209	-	16,457	61%	68%
Speaker Series	467,424	217,478	24,600	225,346	52%	55%
Special Education	74,502	60,659	-	13,843	81%	74%
Purchasing Support Services	602,804	485,773	2,670	114,361	81%	83%
Research & Evaluation Institute	634,155	509,146	1,936	123,073	81%	84%
Texas Center for Grants Development	599,203	511,854	588	86,761	86%	87%
Retirement Leave Benefits Fund	-	118,233	-	(118,233)	0%	98%
Scholastic Arts	142,473	126,942	-	15,531	89%	80%
Special Schools & Services						



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

	BUDGET	YTD EXPENDITURE	ENCUMBRANCES	VARIANCE	FY 18-19 % BUDGET USED	FY 17-18 % BUDGET USED
<b>EXPENDITURES &amp; OTHER USES</b>						
<b>Expenditures</b>						
Academic and Behavior School East	\$ 4,731,732	\$ 3,511,512	\$ 78,502	\$ 1,141,718	76%	82%
Academic and Behavior School West	3,871,584	3,096,942	49,648	724,994	81%	84%
Fortis Academy	1,313,250	1,024,169	86,178	202,902	85%	81%
Highpoint East School	3,235,020	2,662,270	30,020	542,730	83%	82%
Special Schools Administration	551,887	497,603	3,722	50,562	91%	88%
Superintendent's Office	516,203	471,786	461	43,955	91%	89%
State TEA Employee Portion Health Ins	650,000	490,925	-	159,075	76%	97%
State TRS On Behalf Payments	2,500,000	-	-	2,500,000	0%	0%
Technology						
Chief Communications Officer	194,995	172,565	-	22,430	88%	68%
Technology Support Services	3,854,616	2,807,671	365,360	681,585	82%	82%
School Based Therapy Services	11,745,178	9,662,612	2,440	2,080,126	82%	84%
<b>Total Expenditures:</b>	<b>51,677,147</b>	<b>39,209,497</b>	<b>1,627,808</b>	<b>10,839,841</b>	<b>79%</b>	<b>76%</b>
<b>Other Uses</b>						
Transfers Out-Special Revenue Funds	550,787	550,787	-	-	100%	100%
Transfers Out-Head Start Fund 205	700,886	129,971	-	570,915	19%	62%
Transfers Out-Debt Service	3,149,497	3,148,622	-	875	100%	100%
Transfers Out-Department Wide	2,000,000	-	-	2,000,000	0%	0%
<b>Total Other Uses:</b>	<b>6,401,170</b>	<b>3,829,380</b>	<b>-</b>	<b>2,571,790</b>	<b>60%</b>	<b>70%</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>58,078,317</b>	<b>43,038,878</b>	<b>1,627,808</b>	<b>13,411,631</b>	<b>77%</b>	<b>75%</b>
<b>Excess/(Deficiency) Estimated Revenues</b>						
<b>Over/(Under) Expenditures:</b>	<b>(4,137,290)</b>	<b>9,786,424</b>				
Beginning Fund Balance-September 1st:	29,412,165	29,412,165				
<b>Estimated Fund Balance:</b>	<b>\$ 25,274,875</b>	<b>\$ 39,198,589</b>				

<b>Financial Strength Indicator: Fund Balance to GF Expenditures</b>			
Unassigned Fund Balance	=	17,557,462	=
Total General Fund Expenditures		43,038,878	<b>40.79%</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS 200-499 BUDGET SUMMARY REPORT**  
 Fiscal year to date: July 31, 2019

Schedule 4 - SR Budget  
 Summary

	BUDGET	YTD REVENUES		VARIANCE	FY 18-19 % BUDGET REALIZED	FY 17-18 % BUDGET REALIZED
<b>ESTIMATED REVENUES &amp; OTHER RESOURCES</b>						
<b>Estimated Revenues</b>						
Local Program Revenues	\$ 6,068,331	\$ 4,501,862		\$ 1,566,469	74%	61%
State Program Revenues	556,979	-		556,979	0%	59%
* Federal Program Revenues	36,832,823	19,606,259		17,226,564	53%	46%
<b>Total Estimated Revenues:</b>	<b>43,458,133</b>	<b>24,108,121</b>		<b>19,350,012</b>	<b>55%</b>	<b>48%</b>
<b>Other Resources</b>						
Transfer In-CASE After School Program	550,787	550,787		-	100%	100%
Transfer In-Adult Ed	-	-		-	0%	0%
Transfer In-HeadStart	700,886	129,971		570,915	19%	62%
<b>Total Other Resources:</b>	<b>1,251,673</b>	<b>680,758</b>		<b>570,915</b>	<b>54%</b>	<b>77%</b>
<b>Total Estimated Revenues &amp; Other Resources:</b>	<b>\$ 44,709,806</b>	<b>\$ 24,788,879</b>		<b>\$ 19,920,927</b>	<b>55%</b>	<b>49%</b>
	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 18-19 % BUDGET USED	FY 17-18 % BUDGET USED
<b>EXPENDITURES &amp; OTHER USES</b>						
<b>Adult Education Program</b>						
Fed Dist Learning 2219	161,850	51,078	-	110,772	32%	0%
Fed TANF 2239	203,498	3,722	42	199,734	2%	3%
Fed TANF 2230	203,498	-	-	203,498	0%	0%
Fed ABE Regular 2309	3,056,337	3,041,874	1,444	13,019	100%	3%
Fed ABE Regular 2300	3,088,428	165,620	16,041	2,906,766	6%	0%
Fed ABE EL/Civics 2349	420,902	397,830	148	22,924	95%	4%
Fed ABE EL/Civics 2340	443,545	4,459	29,462	409,624	8%	0%
State ABE Regular 3819	-	-	-	-	0%	12%
State ABE Regular 3810	556,979	-	-	556,979	0%	0%
Loc AdultEd Grant - 4989	1,108	-	-	1,108	0%	0%
<b>Total Adult Education Program:</b>	<b>8,136,145</b>	<b>3,664,584</b>	<b>47,137</b>	<b>4,424,424</b>	<b>46%</b>	<b>4%</b>
<b>Center for Safe &amp; Secure Schools</b>						
STOP School Violence	147,306	59,146	-	88,160	40%	0%
STOP Grant In-Kind	49,608	14,316	-	35,292	29%	0%
<b>Total Center for Safe &amp; Secure Schools:</b>	<b>196,914</b>	<b>73,462</b>	<b>-</b>	<b>123,452</b>	<b>37%</b>	
<b>Educator Certification and Professional Advancement</b>						
Educators & Families for English Learners	20,000	11,500	-	8,500	58%	100%
<b>Total Educator Certification and Professio</b>	<b>20,000</b>	<b>11,500</b>	<b>-</b>	<b>8,500</b>	<b>58%</b>	<b>100%</b>
<b>Schools</b>						
ABS East	4,564	3,587	-	977	79%	75%
ABS West	5,329	486	3,990	853	84%	0%
<b>Total Schools:</b>	<b>9,893</b>	<b>4,073</b>	<b>3,990</b>	<b>1,830</b>	<b>82%</b>	<b>20%</b>

\*Federal funding is the main source for special revenue grants. The \$36,832,823 Federal Program Revenues includes \$7,578,058 for Adult Education, \$5,895,209 for CASE, \$20,065,429 for Head Start, and \$3,294,127 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: July 31, 2019

Schedule 4 - SR Budget  
 Summary

	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 18-19 % BUDGET USED	FY 17-18 % BUDGET USED
<b>EXPENDITURES &amp; OTHER USES</b>						
<b>The Center for Afterschool, Summer, and Expanded Learning</b>						
Fed/Local After School Partnership	\$ 3,314,355	\$ 1,832,099	\$ 441,158	\$ 1,041,097	69%	67%
Fed 21st Century CLC-Cycle VI - 2678	-	-	-	-	0%	99%
Fed 21st Century CLC-Cycle VIII - 2668	-	-	-	-	0%	99%
Fed 21st Century CLC-Cycle VII - 2650						0%
Fed 21st Century CLC-Cycle VIII - 2660						0%
Fed 21st Century CLC-Cycle IX - 2679	1,643,857	1,064,429	560,595	18,833	99%	0%
Fed 21st Century CLC-Cycle IX - 2670	1,600,347	-	-	1,600,347	0%	0%
Fed 21st Century CLC-Cycle X - 2680	1,490,002	-	-	1,490,002	0%	0%
Fed 21st Century CLC-Cycle X - 2689	1,487,784	1,075,223	405,784	6,777	100%	0%
Loc Houston Endowment - 4638	-	-	-	-	0%	74%
Loc Houston Endowment - 4639	99,000	87,625	-	11,376	89%	0%
Loc COH Connections Program - 4679	770,000	745,603	-	24,397	97%	0%
Loc Ecobot	16,880	11,779	-	5,101	70%	0%
<b>Total The Center for Afterschool, Summer,</b>	<b>10,422,225</b>	<b>4,816,758</b>	<b>1,407,538</b>	<b>4,197,929</b>	<b>60%</b>	<b>60%</b>
<b>Head Start</b>						
Fed Head Start - 2058	5,363,542	4,689,098	-	674,444	87%	61%
Fed Head Start - 2059	12,093,681	6,827,649	775,227	4,490,805	63%	0%
Fed Head Start Training Funds - 2068	77,855	36,686	-	41,169	47%	74%
Fed Head Start Training Funds - 2069	133,983	64,516	40,286	29,181	78%	0%
Fed Early Head Start-Operations-2158	910,476	268,101	-	642,375	29%	67%
Fed Early Head Start-Operations-2159	1,954,145	1,588,069	184,723	181,353	91%	0%
Fed Early Head Start-T&TA-2168	187,033	17,391	-	169,642	9%	22%
Fed Early Head Start-T&TA-2169	45,600	21,016	9,381	15,203	67%	0%
Loc Early Head Start In-Kind - 4759	111,000	125,346	-	(14,346)	113%	0%
Loc Head Start In-Kind Matching - 4798	1,688,146	1,688,145	-	1	100%	55%
Loc Head Start In-Kind Matching - 4799	3,262,826	1,923,067	682	1,339,077	59%	0%
Loc Head Start Hogg Foundation - 4969	5,108	3,167	1,918	23	100%	0%
Head Start Other Local Grants - 4989	26,660	-	24,647	2,013	92%	0%
<b>Total Head Start:</b>	<b>25,860,055</b>	<b>17,252,250</b>	<b>1,036,865</b>	<b>7,570,940</b>	<b>71%</b>	<b>61%</b>
<b>The Teaching and Learning Center</b>						
Texas Council for Developmental Disabilities	7,500	7,500	-	-	100%	93%
NSA Gencyber Grant	28,972	-	-	28,972	0%	0%
Local Grants	28,102	6,140	1,800	20,162	28%	4%
<b>Total The Teaching and Learning Center:</b>	<b>64,574</b>	<b>13,640</b>	<b>1,800</b>	<b>49,134</b>	<b>24%</b>	<b>14%</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 44,709,806</b>	<b>\$ 25,836,268</b>	<b>\$ 2,497,330</b>	<b>\$ 16,376,209</b>	<b>63%</b>	<b>53%</b>
<b>Excess/(Deficiency) Estimated Revenues</b>						
<b>Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$(1,047,389)</b>				

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

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>FUNDING SOURCES</u></b>				
Transfer In from General Fund	\$ 2,458,368	\$ 2,458,367		\$(1)
Transfer In Debt Service-QZAB	691,129	690,255		(874)
Transfer In PFC-698 & 699	-	874		874
<b>Total Funding Sources:</b>	<b>3,149,497</b>	<b>3,149,496</b>		<b>(1)</b>
<b><u>EXPENDITURES</u></b>				
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	258,367	-	1
Interest Expense-QZAB&MTN	4,700	4,700	-	-
<b>Total Expenditures:</b>	<b>3,149,497</b>	<b>3,149,496</b>	<b>-</b>	<b>1</b>
<b>Excess/(Deficiency) Estimated Revenues</b>				
<b>Over/(Under) Expenditures:</b>	-	-		
Beginning Fund Balance-September 1st:	-	-		
<b>Estimated Fund Balance:</b>	<b>\$ -</b>	<b>\$ -</b>		

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.

<b><u>Efficient Leverage Indicator:</u> Debt to Income Ratio</b>			
Annual Principal & Interest Payments on Term Debt & Capital Leases		3,149,496	
General Fund Revenues less Facility Charges	=	52,825,302 - 4,424,856	= 6.51%

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

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>REVENUES</u></b>				
Issuance of Bonds	\$ -	\$ -		\$ -
Investment Earnings	-	222,497		222,497
Transfers In-General Fund	2,000,000	-		(2,000,000)
Misc Revenue	-	-		-
Other Local Revenues	-	-		-
<b>Total Revenues:</b>	<b>2,000,000</b>	<b>222,497</b>		<b>(1,777,503)</b>
<b><u>EXPENDITURES</u></b>				
Facilities Construction	12,500,000	1,987,714	5,509	10,506,778
Transfers Out to Debt Service Fund	-	874	-	(874)
<b>Total Expenditures:</b>	<b>12,500,000</b>	<b>1,988,587</b>	<b>5,509</b>	<b>10,505,904</b>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	<b>(10,500,000)</b>	<b>(1,766,090)</b>		
Beginning Fund Balance-September 1st:	11,219,387	11,219,387		
<b>Estimated Fund Balance:</b>	<b>\$ 719,387</b>	<b>\$ 9,453,297</b>		

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)**  
**CHOICE PARTNERS FUND 711 BUDGET SUMMARY REPORT**  
 Fiscal year to date: July 31, 2019

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>REVENUES</u></b>				
5720-Local Revenue - School Districts	\$ 4,621,364	\$ 7,988,452		\$ 3,367,088
5740-Local Revenue - Other	25,000	39,700		14,700
<b>Total Revenues:</b>	<b>4,646,364</b>	<b>8,028,152</b>		<b>3,381,788</b>
<b><u>EXPENDITURES</u></b>				
6100-Payroll Costs	1,455,136	1,249,836	-	205,300
6200-Contracted Services	558,780	319,195	43,636	195,948
6300-Supplies and Materials	119,045	44,106	264	74,676
6400-Miscellaneous Operating Costs	434,183	260,993	9,424	163,766
8900-Transfers Out	2,079,220	6,154,022	-	(4,074,802)
<b>Total Expenditures:</b>	<b>4,646,364</b>	<b>8,028,152</b>	<b>53,324</b>	<b>(3,435,112)</b>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	-	-		
Beginning Fund Balance-September 1st:	500,000	500,000		
<b>Estimated Fund Balance:</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>		

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: July 31, 2019

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>REVENUES</u></b>				
Revenues	\$ 300,000	\$ 231,383		\$(68,617)
<b>Total Revenues:</b>	<b>300,000</b>	<b>231,383</b>		<b>(68,617)</b>
<b><u>EXPENDITURES</u></b>				
6400-Misc Operating Costs	450,000	303,580	-	146,420
<b>Total Expenditures:</b>	<b>450,000</b>	<b>303,580</b>	<b>-</b>	<b>146,420</b>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	<b>(150,000)</b>	<b>(72,197)</b>		
Beginning Fund Balance-September 1st:	1,452,407	1,452,407		
<b>Estimated Fund Balance:</b>	<b>\$ 1,302,407</b>	<b>\$ 1,380,210</b>		

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: July 31, 2019

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>REVENUES</u></b>				
Interdepartmental Revenues	\$ 5,428,496	\$ 4,424,856		\$(1,003,640)
<b>Total Revenues:</b>	<b>5,428,496</b>	<b>4,424,856</b>		<b>(1,003,640)</b>
<b><u>EXPENDITURES</u></b>				
6100-Payroll Costs	2,545,639	2,239,426	-	306,213
6200-Contracted Services	1,817,055	1,374,213	295,386	147,457
6300-Supplies and Materials	449,569	362,025	11,721	75,823
6400-Miscellaneous Operating Costs	589,348	432,414	6,282	150,653
6600-Capital Assets	26,885	16,778	6,757	3,350
<b>Total Expenditures:</b>	<b>5,428,496</b>	<b>4,424,856</b>	<b>320,145</b>	<b>683,495</b>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	-	-		
Beginning Fund Balance-September 1st:	-	-		
<b>Estimated Fund Balance:</b>	<b>\$ -</b>	<b>\$ -</b>		

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: July 31, 2019

Schedule 10

	TOTAL
Revenues	\$ 5,157
Expenditures	2,451
<b>Revenues Over/(Under) Expenditures:</b>	<b>\$ 2,706</b>
Beginning Fund Balance-September 1st:	-
<b>Estimated Fund Balance:</b>	<b>\$ 2,706</b>

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

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**LOCAL CONSTRUCTION PROJECTS-BM '087' BUDGET SUMMARY REPORT**  
 Fiscal year to date: July 31, 2019

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>EXPENDITURES</u></b>				
Administration Building	\$ 15,866	\$ 15,828	\$ -	\$ 38
Post Oak	254	-	-	254
Technology Support Services	25,000	-	3,313	21,687
ABS East	215,000	50,867	160,620	3,513
ABS West	5,000	3,322	-	1,678
Science Lab Building	30,000	29,246	-	754
Fortis Academy	82,700	-	-	82,700
Highpoint East	539,180	58,656	375,523	105,001
Records Management	23,735	23,735	-	-
Facilities - Central Support	63,265	-	-	63,265
<b>Total Expenditures:</b>	<b>1,000,000</b>	<b>181,654</b>	<b>539,455</b>	<b>278,891</b>

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

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

<b>Adult Education-Local</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
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	140,809	103,700
<b>Total Revenues:</b>	<u>\$ 151,184</u>	<u>\$ 140,809</u>	<u>\$ 109,999</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 151,184</u>	<u>\$ 140,809</u>	<u>\$ 109,999</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	550	-	-
Contracted & Professional Services	3,766	3,567	1,500
Supplies & Materials	6,752	6,064	2,678
Other Operating Costs	140,116	131,177	105,821
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 151,184</u>	<u>\$ 140,809</u>	<u>\$ 109,999</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 151,184</u>	<u>\$ 140,809</u>	<u>\$ 109,999</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

Schedule 12

<b>Educ Cert &amp; Prof Advance</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 400,735	\$ 178,090	\$ 228,430
Local Property Tax Rev-Current	247,557	340,653	326,239
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 648,292</u>	<u>\$ 518,743</u>	<u>\$ 554,669</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 648,292</u>	<u>\$ 518,743</u>	<u>\$ 554,669</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	521,479	421,490	464,991
Contracted & Professional Services	64,653	57,261	52,053
Supplies & Materials	13,884	9,309	11,696
Other Operating Costs	48,276	32,739	36,164
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 648,292</u>	<u>\$ 520,799</u>	<u>\$ 564,904</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 648,292</u>	<u>\$ 520,799</u>	<u>\$ 564,904</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(2,056)</u>	<u>\$(10,235)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

<b>Assistant Superintendent-Academic Support</b>
--

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	286,525	259,909	250,762
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	-	-	-
<b>Total Revenues:</b>	\$ 286,525	\$ 259,909	\$ 250,762
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 286,525	\$ 259,909	\$ 250,762
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	265,401	241,331	234,781
Contracted & Professional Services	960	762	762
Supplies & Materials	271	223	630
Other Operating Costs	19,893	17,592	14,590
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 286,525	\$ 259,909	\$ 250,762
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 286,525	\$ 259,909	\$ 250,762
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$ -	\$ -

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

Schedule 12

<b>Asst Supt-Education and Enrichment</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	287,602	260,225	250,982
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	-	-	-
<b>Total Revenues:</b>	\$ 287,602	\$ 260,225	\$ 250,982
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 287,602	\$ 260,225	\$ 250,982
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	251,530	230,054	218,969
Contracted & Professional Services	1,220	1,062	762
Supplies & Materials	2,995	2,599	2,806
Other Operating Costs	31,857	26,510	28,445
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 287,602	\$ 260,225	\$ 250,982
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 287,602	\$ 260,225	\$ 250,982
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$ -	\$ -

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Board of Trustees</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	193,445	160,825	98,744
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 193,445</u>	<u>\$ 160,825</u>	<u>\$ 98,744</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 193,445</u>	<u>\$ 160,825</u>	<u>\$ 98,744</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	65,781	43,718	14,244
Contracted & Professional Services	8,813	61,767	36,176
Supplies & Materials	42,954	19,280	21,976
Other Operating Costs	78,468	38,631	32,176
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 196,016</u>	<u>\$ 163,396</u>	<u>\$ 104,572</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 196,016</u>	<u>\$ 163,396</u>	<u>\$ 104,572</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$(2,571)</u>	<u>\$(2,571)</u>	<u>\$(5,828)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**Business Support Services**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 100,000	\$ 5,000	\$ 1,968
Local Property Tax Rev-Current	1,399,558	1,133,248	1,202,727
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	-	8,255
Indirect Cost Rev-Federal Grants	387,749	392,877	346,016
<b>Total Revenues:</b>	<b>\$ 1,894,411</b>	<b>\$ 1,532,155</b>	<b>\$ 1,561,590</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 1,894,411</b>	<b>\$ 1,532,155</b>	<b>\$ 1,561,590</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	1,269,495	1,084,211	1,124,613
Contracted & Professional Services	497,149	426,109	336,425
Supplies & Materials	50,385	44,262	44,940
Other Operating Costs	147,382	87,949	120,815
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 1,964,411</b>	<b>\$ 1,642,531</b>	<b>\$ 1,626,793</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 1,964,411</b>	<b>\$ 1,642,531</b>	<b>\$ 1,626,793</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$(70,000)</b>	<b>\$(110,376)</b>	<b>\$(65,204)</b>



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

Schedule 12

<b>Center for Safe &amp; Secure Schools</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 229,500	\$ 229,351	\$ 141,400
Local Property Tax Rev-Current	376,133	256,492	267,419
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	1,400	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	\$ 605,633	\$ 487,243	\$ 408,819
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 605,633	\$ 487,243	\$ 408,819
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	404,361	374,161	331,496
Contracted & Professional Services	92,300	81,581	66,269
Supplies & Materials	36,300	20,465	10,113
Other Operating Costs	72,672	52,362	27,300
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 605,633	\$ 528,568	\$ 435,178
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 605,633	\$ 528,568	\$ 435,178
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$(41,325)	\$(26,358)

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Communication</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	829,855	735,650	686,688
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 829,855</u>	<u>\$ 735,650</u>	<u>\$ 686,688</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 829,855</u>	<u>\$ 735,650</u>	<u>\$ 686,688</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	608,793	576,999	548,993
Contracted & Professional Services	57,116	75,041	59,614
Supplies & Materials	85,307	51,211	55,424
Other Operating Costs	78,639	57,407	39,427
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 829,855</u>	<u>\$ 760,658</u>	<u>\$ 703,458</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 829,855</u>	<u>\$ 760,658</u>	<u>\$ 703,458</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(25,009)</u>	<u>\$(16,771)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Client Engagement</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	696,621	561,852	431,894
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 696,621</u>	<u>\$ 561,852</u>	<u>\$ 431,894</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 696,621</u>	<u>\$ 561,852</u>	<u>\$ 431,894</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	562,379	463,501	380,732
Contracted & Professional Services	15,376	14,929	9,102
Supplies & Materials	24,424	21,315	8,927
Other Operating Costs	94,442	75,865	41,886
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 696,621</u>	<u>\$ 575,609</u>	<u>\$ 440,647</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 696,621</u>	<u>\$ 575,609</u>	<u>\$ 440,647</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(13,757)</u>	<u>\$(8,753)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

**Ctr A/S Summ & Exp Learn**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 81,000	\$ 92,763	\$ 89,725
Local Property Tax Rev-Current	590,237	481,779	380,449
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	4,500	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 675,737</b>	<b>\$ 574,542</b>	<b>\$ 470,174</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 675,737</b>	<b>\$ 574,542</b>	<b>\$ 470,174</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	244,988	230,930	168,640
Contracted & Professional Services	286,960	275,768	221,150
Supplies & Materials	42,846	19,569	45,527
Other Operating Costs	100,943	75,816	119,646
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 675,737</b>	<b>\$ 602,083</b>	<b>\$ 554,963</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 675,737</b>	<b>\$ 602,083</b>	<b>\$ 554,963</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$(27,541)</b>	<b>\$(84,789)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

Schedule 12

<b>Department-Wide</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ 9,297	\$ 2,810
Local Property Tax Rev-Current	4,172,890	9,022,446	9,350,464
Local Property Tax Rev-Del, P&I	150,000	131,238	142,523
Investment Earnings	336,000	690,659	313,143
Insurance Recovery	-	101,989	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	203	34,292	24,525
Indirect Cost Rev-Local Grants	-	-	727
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<u>\$ 4,659,093</u>	<u>\$ 9,989,922</u>	<u>\$ 9,834,191</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	2,079,220	6,154,022	2,974,922
<b>Total Other Resources:</b>	<u>\$ 2,079,220</u>	<u>\$ 6,154,022</u>	<u>\$ 2,974,922</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 6,738,313</u>	<u>\$ 16,143,944</u>	<u>\$ 12,809,113</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	(300,000)	-	-
Contracted & Professional Services	1,122,654	801,401	821,409
Supplies & Materials	71,610	58,913	(23,381)
Other Operating Costs	2,722,269	2,167,148	2,116,394
Debt Services	-	-	-
Capital Outlay	5,610	16,891	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 3,622,143</u>	<u>\$ 3,044,352</u>	<u>\$ 2,914,422</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	550,787	550,787	550,787
Transfers Out-Head Start Fund 205	700,886	129,971	539,108
Transfers Out-Debt Service	3,149,497	3,148,622	3,139,891
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	2,000,000	-	-
<b>Total Other Uses:</b>	<u>\$ 6,401,170</u>	<u>\$ 3,829,380</u>	<u>\$ 4,229,787</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 10,023,313</u>	<u>\$ 6,873,732</u>	<u>\$ 7,144,209</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$(3,285,000)</u>	<u>\$ 9,270,212</u>	<u>\$ 5,664,904</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

Schedule 12

<b>Chief of Staff</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	286,106	239,607	208,951
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 286,106</u>	<u>\$ 239,608</u>	<u>\$ 208,951</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 286,106</u>	<u>\$ 239,608</u>	<u>\$ 208,951</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	267,626	229,328	201,967
Contracted & Professional Services	500	343	3,929
Supplies & Materials	5,301	1,783	267
Other Operating Costs	12,679	8,658	2,919
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 286,106</u>	<u>\$ 240,111</u>	<u>\$ 209,082</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 286,106</u>	<u>\$ 240,111</u>	<u>\$ 209,082</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(504)</u>	<u>\$(131)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Facilities-Choice Partners Cooperative</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
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	-	-	-
<b>Total Revenues:</b>	\$ -	\$ -	\$ -
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ -	\$ -	\$ -
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ -	\$ -	\$ -
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ -	\$ -	\$ -
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$ -	\$ -

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Facilities-Construction Services</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	194,578	203,270	170,801
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	-	-	-
<b>Total Revenues:</b>	<b>\$ 194,578</b>	<b>\$ 203,270</b>	<b>\$ 170,801</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 194,578</b>	<b>\$ 203,270</b>	<b>\$ 170,801</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	183,208	157,038	165,070
Contracted & Professional Services	3,000	2,679	3,194
Supplies & Materials	-	-	-
Other Operating Costs	8,370	43,553	2,537
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 194,578</b>	<b>\$ 203,270</b>	<b>\$ 170,801</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 194,578</b>	<b>\$ 203,270</b>	<b>\$ 170,801</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Facilities-Facilities Support Services</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
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	-	-	-
<b>Total Revenues:</b>	\$ -	\$ -	\$ -
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ -	\$ -	\$ -
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ -	\$ -	\$ -
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ -	\$ -	\$ -
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$ -	\$ -

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Facilities-Local Construction Fund 170</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
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	-	-	-
<b>Total Revenues:</b>	\$ -	\$ -	\$ -
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ -	\$ -	\$ -
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	92,490	7,329	52,198
Supplies & Materials	1,470	-	7,536
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	906,040	713,780	358,014
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 1,000,000	\$ 721,109	\$ 417,748
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 1,000,000	\$ 721,109	\$ 417,748
<b>Revenue Over/(Under) Expenditures:</b>	\$(1,000,000)	\$(721,109)	\$(417,748)

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Facilities-Building Replacement Schedule</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	22,248	406,170
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	-	-	-
<b>Total Revenues:</b>	\$ -	\$ 22,248	\$ 406,170
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ -	\$ 22,248	\$ 406,170
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	15,000	15,000	62,532
Supplies & Materials	33,735	29,473	340,880
Other Operating Costs	-	-	3,400
Debt Services	-	-	-
Capital Outlay	-	-	352,107
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 48,735	\$ 44,473	\$ 758,919
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 48,735	\$ 44,473	\$ 758,919
<b>Revenue Over/(Under) Expenditures:</b>	\$(48,735)	\$(22,225)	\$(352,749)

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

Schedule 12

<b>Facilities-Records Management Services</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 1,751,508	\$ 1,489,535	\$ 1,702,473
Local Property Tax Rev-Current	98,625	330,464	-
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	68,620	76,181
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	\$ 1,940,133	\$ 1,888,618	\$ 1,778,654
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 1,940,133	\$ 1,888,618	\$ 1,778,654
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	815,166	739,394	696,213
Contracted & Professional Services	199,890	181,918	172,670
Supplies & Materials	125,561	116,505	153,650
Other Operating Costs	787,807	888,406	580,246
Debt Services	-	-	-
Capital Outlay	11,709	-	23,794
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 1,940,133	\$ 1,926,223	\$ 1,626,574
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 1,940,133	\$ 1,926,223	\$ 1,626,574
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$(37,604)	\$ 152,079

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

<b>Head Start-Local</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	5,000	2,907	4,023
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 5,000</u>	<u>\$ 2,907</u>	<u>\$ 4,023</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 5,000</u>	<u>\$ 2,907</u>	<u>\$ 4,023</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	960	960	686
Supplies & Materials	-	-	1,220
Other Operating Costs	4,040	1,948	2,117
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 5,000</u>	<u>\$ 2,907</u>	<u>\$ 4,023</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 5,000</u>	<u>\$ 2,907</u>	<u>\$ 4,023</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Human Resources</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	858,941	692,194	693,432
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	4,070	-	4,527
Indirect Cost Rev-Federal Grants	222,102	215,448	189,751
<b>Total Revenues:</b>	<u>\$ 1,085,113</u>	<u>\$ 907,643</u>	<u>\$ 887,710</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 1,085,113</u>	<u>\$ 907,643</u>	<u>\$ 887,710</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	821,220	753,374	730,949
Contracted & Professional Services	62,700	67,954	35,282
Supplies & Materials	64,806	48,683	37,771
Other Operating Costs	136,387	79,201	96,781
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 1,085,113</u>	<u>\$ 949,212</u>	<u>\$ 900,783</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 1,085,113</u>	<u>\$ 949,212</u>	<u>\$ 900,783</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(41,570)</u>	<u>\$(13,073)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**The Teaching and Learning Center-Bilingual Education**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 85,000	\$ 75,610	\$ 43,775
Local Property Tax Rev-Current	50,315	13,674	64,660
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 135,315</u>	<u>\$ 89,284</u>	<u>\$ 108,435</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 135,315</u>	<u>\$ 89,284</u>	<u>\$ 108,435</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	61,946	56,333	51,957
Contracted & Professional Services	46,590	34,200	44,150
Supplies & Materials	17,200	7,367	6,824
Other Operating Costs	9,579	5,598	5,503
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 135,315</u>	<u>\$ 103,498</u>	<u>\$ 108,435</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 135,315</u>	<u>\$ 103,498</u>	<u>\$ 108,435</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(14,214)</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>The Teaching and Learning Center-Digital Learning</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ 25,620
Local Property Tax Rev-Current	-	-	2,549
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	-	-	-
<b>Total Revenues:</b>	\$ -	\$ -	\$ 28,169
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ -	\$ -	\$ 28,169
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	26,477
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	1,692
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ -	\$ -	\$ 28,169
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ -	\$ -	\$ 28,169
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$ -	\$ -



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**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
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 259,919	\$ 182,652	\$ 109,350
Local Property Tax Rev-Current	(20,189)	24,705	45,951
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 239,730</u>	<u>\$ 207,357</u>	<u>\$ 155,301</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 239,730</u>	<u>\$ 207,357</u>	<u>\$ 155,301</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	200,090	187,277	150,034
Contracted & Professional Services	15,698	3,372	1,629
Supplies & Materials	5,809	3,314	4,345
Other Operating Costs	18,133	13,394	2,807
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 239,730</u>	<u>\$ 207,357</u>	<u>\$ 158,815</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 239,730</u>	<u>\$ 207,357</u>	<u>\$ 158,815</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$(3,515)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 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
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	307,736	249,126	126,949
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 307,736</u>	<u>\$ 249,126</u>	<u>\$ 126,949</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 307,736</u>	<u>\$ 249,126</u>	<u>\$ 126,949</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	212,261	193,560	59,699
Contracted & Professional Services	18,676	18,674	1,440
Supplies & Materials	7,710	7,776	3,478
Other Operating Costs	69,089	31,415	62,331
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 307,736</u>	<u>\$ 251,426</u>	<u>\$ 126,949</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 307,736</u>	<u>\$ 251,426</u>	<u>\$ 126,949</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(2,300)</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 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
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 100,000	\$ 86,755	\$ 84,230
Local Property Tax Rev-Current	38,508	24,093	98,784
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	-	-	-
<b>Total Revenues:</b>	<b>\$ 138,508</b>	<b>\$ 111,348</b>	<b>\$ 185,444</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 138,508</b>	<b>\$ 111,348</b>	<b>\$ 185,444</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	43,808	39,584	97,286
Contracted & Professional Services	58,000	53,894	56,641
Supplies & Materials	11,200	6,532	10,088
Other Operating Costs	25,500	11,338	24,430
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 138,508</b>	<b>\$ 111,348</b>	<b>\$ 188,444</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 138,508</b>	<b>\$ 111,348</b>	<b>\$ 188,444</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$(3,000)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

Schedule 12

**The Teaching and Learning Center-English Language Arts**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 155,000	\$ 206,805	\$ 84,175
Local Property Tax Rev-Current	39,865	-	16,996
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 194,865</u>	<u>\$ 206,805</u>	<u>\$ 101,171</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 194,865</u>	<u>\$ 206,805</u>	<u>\$ 101,171</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	104,776	93,249	64,494
Contracted & Professional Services	60,198	60,155	41,745
Supplies & Materials	17,500	13,937	11,478
Other Operating Costs	12,391	8,698	7,634
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 194,865</u>	<u>\$ 176,040</u>	<u>\$ 125,351</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 194,865</u>	<u>\$ 176,040</u>	<u>\$ 125,351</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ 30,765</u>	<u>\$(24,180)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**The Teaching and Learning Center-Math**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 186,150	\$ 130,542	\$ 127,143
Local Property Tax Rev-Current	37,892	55,371	63,992
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 224,042</u>	<u>\$ 185,913</u>	<u>\$ 191,135</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 224,042</u>	<u>\$ 185,913</u>	<u>\$ 191,135</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	142,048	129,699	129,098
Contracted & Professional Services	50,456	45,200	54,164
Supplies & Materials	9,465	5,358	3,964
Other Operating Costs	22,073	17,126	23,029
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 224,042</u>	<u>\$ 197,383</u>	<u>\$ 210,255</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 224,042</u>	<u>\$ 197,383</u>	<u>\$ 210,255</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(11,470)</u>	<u>\$(19,120)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 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
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 39,000	\$ 48,752	\$ 90
Local Property Tax Rev-Current	-	-	5,910
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 39,000</u>	<u>\$ 48,752</u>	<u>\$ 6,000</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 39,000</u>	<u>\$ 48,752</u>	<u>\$ 6,000</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	26,500	23,452	6,000
Supplies & Materials	7,000	-	-
Other Operating Costs	5,500	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 39,000</u>	<u>\$ 23,452</u>	<u>\$ 6,000</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 39,000</u>	<u>\$ 23,452</u>	<u>\$ 6,000</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ 25,300</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**The Teaching and Learning Center-Science**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 91,000	\$ 57,745	\$ 41,177
Local Property Tax Rev-Current	56,575	23,185	97,190
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 147,575</u>	<u>\$ 80,930</u>	<u>\$ 138,367</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 147,575</u>	<u>\$ 80,930</u>	<u>\$ 138,367</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	116,352	61,325	128,489
Contracted & Professional Services	7,300	6,919	2,281
Supplies & Materials	11,769	6,214	1,127
Other Operating Costs	12,154	6,623	6,470
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 147,575</u>	<u>\$ 81,081</u>	<u>\$ 138,367</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 147,575</u>	<u>\$ 81,081</u>	<u>\$ 138,367</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(152)</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 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
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 47,900	\$ 25,850	\$ 4,880
Local Property Tax Rev-Current	(6,234)	-	63,181
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 41,666</u>	<u>\$ 25,850</u>	<u>\$ 68,061</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 41,666</u>	<u>\$ 25,850</u>	<u>\$ 68,061</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	20,431	19,868	61,348
Contracted & Professional Services	11,025	1,570	6,585
Supplies & Materials	4,310	2,281	53
Other Operating Costs	5,900	1,489	74
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 41,666</u>	<u>\$ 25,209</u>	<u>\$ 68,061</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 41,666</u>	<u>\$ 25,209</u>	<u>\$ 68,061</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ 641</u>	<u>\$ -</u>



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**The Teaching and Learning Center-Speaker Series**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 459,000	\$ 244,403	\$ 88,221
Local Property Tax Rev-Current	8,424	-	14,671
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 467,424</u>	<u>\$ 244,403</u>	<u>\$ 102,892</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 467,424</u>	<u>\$ 244,403</u>	<u>\$ 102,892</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	40,534	37,259	67,212
Contracted & Professional Services	388,250	177,276	23,800
Supplies & Materials	18,132	14,373	6,269
Other Operating Costs	20,508	13,170	5,612
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 467,424</u>	<u>\$ 242,078</u>	<u>\$ 102,892</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 467,424</u>	<u>\$ 242,078</u>	<u>\$ 102,892</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ 2,325</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 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
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 69,000	\$ 63,968	\$ 46,755
Local Property Tax Rev-Current	5,502	-	12,020
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 74,502</u>	<u>\$ 63,968</u>	<u>\$ 58,775</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 74,502</u>	<u>\$ 63,968</u>	<u>\$ 58,775</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	61,946	55,483	53,237
Contracted & Professional Services	9,246	2,900	4,300
Supplies & Materials	2,388	1,447	411
Other Operating Costs	922	829	826
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 74,502</u>	<u>\$ 60,659</u>	<u>\$ 58,775</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 74,502</u>	<u>\$ 60,659</u>	<u>\$ 58,775</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ 3,308</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**Purchasing Support Services**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	552,804	485,773	443,151
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	-	-	-
<b>Total Revenues:</b>	<b>\$ 552,804</b>	<b>\$ 485,773</b>	<b>\$ 443,151</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 552,804</b>	<b>\$ 485,773</b>	<b>\$ 443,151</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	469,361	420,198	398,494
Contracted & Professional Services	71,659	19,571	5,123
Supplies & Materials	20,118	13,185	15,175
Other Operating Costs	41,666	35,489	27,555
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 602,804</b>	<b>\$ 488,443</b>	<b>\$ 446,346</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 602,804</b>	<b>\$ 488,443</b>	<b>\$ 446,346</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$(50,000)</b>	<b>\$(2,670)</b>	<b>\$(3,195)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

**QZAB & Maint Tax Notes FD**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	32,624
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	-	-	-
<b>Total Revenues:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,624</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,624</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,624</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Research &amp; Evaluation Institute</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 79,500	\$ 41,036	\$ 79,249
Local Property Tax Rev-Current	554,655	468,110	455,361
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	-	-	-
<b>Total Revenues:</b>	\$ 634,155	\$ 509,146	\$ 534,611
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 634,155	\$ 509,146	\$ 534,611
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	562,093	465,967	483,547
Contracted & Professional Services	3,585	423	785
Supplies & Materials	22,163	18,048	23,864
Other Operating Costs	46,314	26,644	25,892
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 634,155	\$ 511,082	\$ 534,088
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 634,155	\$ 511,082	\$ 534,088
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$(1,936)	\$ 523

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**Texas Center for Grants Development**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 1,000	\$ 2,370	\$ 700
Local Property Tax Rev-Current	598,203	509,484	507,677
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 599,203</u>	<u>\$ 511,854</u>	<u>\$ 508,377</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 599,203</u>	<u>\$ 511,854</u>	<u>\$ 508,377</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	522,492	467,811	460,884
Contracted & Professional Services	3,450	2,069	2,025
Supplies & Materials	24,526	21,689	15,399
Other Operating Costs	48,735	20,873	32,319
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 599,203</u>	<u>\$ 512,442</u>	<u>\$ 510,628</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 599,203</u>	<u>\$ 512,442</u>	<u>\$ 510,628</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(588)</u>	<u>\$(2,251)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Retirement Leave Benefits Fund</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	118,233	39,483
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	-	-	-
<b>Total Revenues:</b>	\$ -	\$ 118,233	\$ 46,827
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ -	\$ 118,233	\$ 46,827
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	118,233	46,827
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ -	\$ 118,233	\$ 46,827
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ -	\$ 118,233	\$ 46,827
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$ -	\$ -

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Scholastic Arts</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 10,000	\$ 28,920	\$ 36,623
Local Property Tax Rev-Current	126,473	96,317	57,283
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	-	-	-
<b>Total Revenues:</b>	<u>\$ 142,473</u>	<u>\$ 126,942</u>	<u>\$ 93,906</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 142,473</u>	<u>\$ 126,942</u>	<u>\$ 93,906</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	81,068	73,045	50,857
Contracted & Professional Services	11,794	11,025	7,638
Supplies & Materials	9,386	7,345	3,974
Other Operating Costs	40,225	35,526	31,438
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 142,473</u>	<u>\$ 126,942</u>	<u>\$ 93,906</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 142,473</u>	<u>\$ 126,942</u>	<u>\$ 93,906</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Special Schools &amp; Services-Academic and Behavior School East</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 3,464,300	\$ 3,434,875	\$ 3,121,650
Local Property Tax Rev-Current	1,267,432	76,354	194,076
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	3,351
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	\$ 4,731,732	\$ 3,511,512	\$ 3,319,077
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 4,731,732	\$ 3,511,512	\$ 3,319,077
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	3,563,652	3,007,960	2,835,212
Contracted & Professional Services	156,095	150,798	143,751
Supplies & Materials	594,743	107,915	35,069
Other Operating Costs	417,242	323,341	309,379
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 4,731,732	\$ 3,590,014	\$ 3,323,412
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 4,731,732	\$ 3,590,014	\$ 3,323,412
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$(78,502)	\$(4,335)

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Special Schools &amp; Services-Academic and Behavior School West</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 2,989,640	\$ 3,328,753	\$ 3,103,400
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	-	-	-
<b>Total Revenues:</b>	\$ 3,871,584	\$ 3,328,753	\$ 3,103,400
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 3,871,584	\$ 3,328,753	\$ 3,103,400
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	3,302,561	2,781,944	2,567,833
Contracted & Professional Services	79,470	80,315	82,492
Supplies & Materials	258,495	98,367	48,606
Other Operating Costs	231,058	185,964	183,984
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 3,871,584	\$ 3,146,590	\$ 2,882,915
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 3,871,584	\$ 3,146,590	\$ 2,882,915
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$ 182,162	\$ 220,485

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Special Schools &amp; Services-Fortis Academy</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 393,000	\$ 84,000	\$ -
Local Property Tax Rev-Current	916,685	940,169	909,818
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	-	-	-
<b>Total Revenues:</b>	\$ 1,309,685	\$ 1,024,169	\$ 909,818
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 1,309,685	\$ 1,024,169	\$ 909,818
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	750,408	636,238	580,218
Contracted & Professional Services	260,650	259,002	127,905
Supplies & Materials	89,832	52,662	68,774
Other Operating Costs	212,360	162,446	159,035
Debt Services	-	-	-
Capital Outlay	-	-	4,000
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 1,313,250	\$ 1,110,348	\$ 939,933
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 1,313,250	\$ 1,110,348	\$ 939,933
<b>Revenue Over/(Under) Expenditures:</b>	\$(3,565)	\$(86,178)	\$(30,114)

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

<b>Special Schools &amp; Services-Highpoint East School</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 2,003,300	\$ 2,024,180	\$ 2,101,955
Local Property Tax Rev-Current	1,214,301	638,090	442,675
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	-	-	-
<b>Total Revenues:</b>	\$ 3,217,601	\$ 2,662,270	\$ 2,544,630
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 3,217,601	\$ 2,662,270	\$ 2,544,630
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	2,480,300	2,046,264	1,973,387
Contracted & Professional Services	223,700	218,560	183,785
Supplies & Materials	87,441	80,358	58,298
Other Operating Costs	443,579	347,107	335,629
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 3,235,020	\$ 2,692,290	\$ 2,551,098
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 3,235,020	\$ 2,692,290	\$ 2,551,098
<b>Revenue Over/(Under) Expenditures:</b>	\$(17,419)	\$(30,020)	\$(6,469)

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

Schedule 12

<b>Special Schools &amp; Services-Special Schools Administration</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 6,596	\$ -	\$ -
Local Property Tax Rev-Current	545,291	489,110	487,310
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	-	-	-
<b>Total Revenues:</b>	<b>\$ 551,887</b>	<b>\$ 497,603</b>	<b>\$ 487,310</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 551,887</b>	<b>\$ 497,603</b>	<b>\$ 487,310</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	389,827	353,030	342,258
Contracted & Professional Services	32,000	79,352	47,293
Supplies & Materials	52,946	33,241	48,632
Other Operating Costs	77,114	35,702	49,250
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 551,887</b>	<b>\$ 501,325</b>	<b>\$ 487,432</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 551,887</b>	<b>\$ 501,325</b>	<b>\$ 487,432</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$(3,722)</b>	<b>\$(122)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**Superintendent's Office**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	516,203	471,786	399,451
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	-	-	-
<b>Total Revenues:</b>	<b>\$ 516,203</b>	<b>\$ 471,786</b>	<b>\$ 399,451</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 516,203</b>	<b>\$ 471,786</b>	<b>\$ 399,451</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	398,198	391,992	359,974
Contracted & Professional Services	50,157	47,719	10,386
Supplies & Materials	11,900	7,042	2,276
Other Operating Costs	55,948	25,494	26,937
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 516,203</b>	<b>\$ 472,248</b>	<b>\$ 399,573</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 516,203</b>	<b>\$ 472,248</b>	<b>\$ 399,573</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$(461)</b>	<b>\$(122)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

**State TEA Employee Portion Health Ins**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
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	522,927	539,621
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<u>\$ 650,000</u>	<u>\$ 522,927</u>	<u>\$ 539,621</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 650,000</u>	<u>\$ 522,927</u>	<u>\$ 539,621</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	650,000	490,925	484,918
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 650,000</u>	<u>\$ 490,925</u>	<u>\$ 484,918</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 650,000</u>	<u>\$ 490,925</u>	<u>\$ 484,918</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ 32,002</u>	<u>\$ 54,703</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

<b>State TRS On Behalf Payments</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
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	-	-	-
<b>Total Revenues:</b>	\$ -	\$ -	\$ -
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	2,500,000	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	\$ 2,500,000	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 2,500,000	\$ -	\$ -
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	2,500,000	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 2,500,000	\$ -	\$ -
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 2,500,000	\$ -	\$ -
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$ -	\$ -



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Technology-Chief Communications Officer</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	194,995	172,565	129,485
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	-	-	-
<b>Total Revenues:</b>	<b>\$ 194,995</b>	<b>\$ 172,565</b>	<b>\$ 129,485</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 194,995</b>	<b>\$ 172,565</b>	<b>\$ 129,485</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	173,234	158,885	126,362
Contracted & Professional Services	1,500	1,384	-
Supplies & Materials	6,300	5,026	-
Other Operating Costs	13,961	7,270	3,122
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 194,995</b>	<b>\$ 172,565</b>	<b>\$ 129,485</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 194,995</b>	<b>\$ 172,565</b>	<b>\$ 129,485</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**Technology-Technology Support Services**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 16,400	\$ 1,200	\$ 9,850
Local Property Tax Rev-Current	3,034,796	2,147,435	1,804,109
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	-	13,848
Indirect Cost Rev-Federal Grants	788,965	659,019	580,414
<b>Total Revenues:</b>	<u>\$ 3,854,616</u>	<u>\$ 2,807,671</u>	<u>\$ 2,408,221</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 3,854,616</u>	<u>\$ 2,807,671</u>	<u>\$ 2,408,221</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	1,916,530	1,735,756	1,669,047
Contracted & Professional Services	672,931	536,675	481,777
Supplies & Materials	894,535	658,089	383,005
Other Operating Costs	166,620	76,886	79,015
Debt Services	-	-	-
Capital Outlay	204,000	165,626	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 3,854,616</u>	<u>\$ 3,173,031</u>	<u>\$ 2,612,844</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 3,854,616</u>	<u>\$ 3,173,031</u>	<u>\$ 2,612,844</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$(32,800)</u>	<u>\$(365,360)</u>	<u>\$(204,623)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
Fiscal year to date: July 31, 2019

Schedule 12

**School Based Therapy Services**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 9,863,987	\$ 8,490,028	\$ 8,357,222
Local Property Tax Rev-Current	1,881,191	1,172,585	1,086,664
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<u>\$ 11,745,178</u>	<u>\$ 9,662,612</u>	<u>\$ 9,443,886</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 11,745,178</u>	<u>\$ 9,662,612</u>	<u>\$ 9,443,886</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	11,276,489	9,404,750	9,195,843
Contracted & Professional Services	48,900	23,442	26,026
Supplies & Materials	103,000	73,384	96,655
Other Operating Costs	316,789	163,477	146,961
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 11,745,178</u>	<u>\$ 9,665,052</u>	<u>\$ 9,465,486</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 11,745,178</u>	<u>\$ 9,665,052</u>	<u>\$ 9,465,486</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(2,440)</u>	<u>\$(21,600)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Total General Fund</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 22,882,435	\$ 20,562,479	\$ 19,632,871
Local Property Tax Rev-Current	23,325,040	22,879,934	22,299,138
Local Property Tax Rev-Del, P&I	150,000	131,238	142,523
Investment Earnings	336,000	690,659	353,111
Insurance Recovery	-	101,989	-
FSP-Compensation	340,000	257,561	265,783
TEA-State Health Ins-Employee Portion	650,000	522,927	539,621
Local Grants	-	-	-
Other Local Revenues	102,703	116,342	109,108
Indirect Cost Rev-Local Grants	-	-	727
Indirect Cost Rev-State	25,629	-	32,929
Indirect Cost Rev-Federal Grants	1,550,000	1,408,152	1,219,882
<b>Total Revenues:</b>	<u>\$ 49,361,807</u>	<u>\$ 46,671,280</u>	<u>\$ 44,595,693</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	2,500,000	-	-
Transfers In-Choice Partners	2,079,220	6,154,022	2,974,922
<b>Total Other Resources:</b>	<u>\$ 4,579,220</u>	<u>\$ 6,154,022</u>	<u>\$ 2,974,922</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 53,941,027</u>	<u>\$ 52,825,302</u>	<u>\$ 47,570,615</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	36,022,382	28,972,164	27,746,650
Contracted & Professional Services	4,833,337	3,933,378	3,297,432
Supplies & Materials	2,896,469	1,694,606	1,570,427
Other Operating Costs	6,797,600	5,340,861	4,921,588
Debt Services	-	-	-
Capital Outlay	1,127,359	896,296	737,916
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 51,677,147</u>	<u>\$ 40,837,306</u>	<u>\$ 38,274,014</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	550,787	550,787	550,787
Transfers Out-Head Start Fund 205	700,886	129,971	539,108
Transfers Out-Debt Service	3,149,497	3,148,622	3,139,891
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	2,000,000	-	-
<b>Total Other Uses:</b>	<u>\$ 6,401,170</u>	<u>\$ 3,829,380</u>	<u>\$ 4,229,787</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 58,078,317</u>	<u>\$ 44,666,686</u>	<u>\$ 42,503,801</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$(4,170,090)</u>	<u>\$ 8,158,616</u>	<u>\$ 5,066,814</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Adult Education Program</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 1,108	\$ -	\$ -
State Program Revenue	556,979	-	688,911
Federal Program Revenue	7,578,058	3,331,684	2,723,074
<b>Total Revenues:</b>	<u>\$ 8,136,145</u>	<u>\$ 3,331,684</u>	<u>\$ 3,411,984</u>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 8,136,145</u>	<u>\$ 3,331,684</u>	<u>\$ 3,411,984</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	7,070,818	3,227,806	3,742,782
Contracted & Professional Services	632,907	272,493	275,969
Supplies & Materials	277,135	151,952	237,402
Other Operating Costs	134,985	59,470	85,283
Capital Outlay	20,300	-	18,684
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 8,136,145</u>	<u>\$ 3,711,721</u>	<u>\$ 4,360,120</u>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 8,136,145</u>	<u>\$ 3,711,721</u>	<u>\$ 4,360,120</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(380,037)</u>	<u>\$(948,136)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Educator Certification and Professional Advancement</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ -	\$ -	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	20,000	-	-
<b>Total Revenues:</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	2,165
Supplies & Materials	-	-	-
Other Operating Costs	20,000	11,500	613
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 20,000</b>	<b>\$ 11,500</b>	<b>\$ 2,778</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 20,000</b>	<b>\$ 11,500</b>	<b>\$ 2,778</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$(11,500)</b>	<b>\$(2,778)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Ctr A/S Summ &amp; Exp Learn</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 885,880	\$ 738,047	\$ 453,539
State Program Revenue	-	-	-
Federal Program Revenue	8,985,558	3,861,342	3,191,599
<b>Total Revenues:</b>	<u>\$ 9,871,438</u>	<u>\$ 4,599,390</u>	<u>\$ 3,645,138</u>
<b>Other Resources</b>			
Transfers In	550,787	550,787	550,787
<b>Total Other Resources:</b>	<u>\$ 550,787</u>	<u>\$ 550,787</u>	<u>\$ 550,787</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 10,422,225</u>	<u>\$ 5,150,177</u>	<u>\$ 4,195,925</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	2,107,833	1,271,816	1,194,639
Contracted & Professional Services	7,180,230	4,203,371	4,880,795
Supplies & Materials	365,362	128,393	232,879
Other Operating Costs	748,925	600,977	526,553
Capital Outlay	19,875	19,738	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 10,422,225</u>	<u>\$ 6,224,296</u>	<u>\$ 6,834,865</u>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 10,422,225</u>	<u>\$ 6,224,296</u>	<u>\$ 6,834,865</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(1,074,119)</u>	<u>\$(2,638,940)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Head Start Program</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 5,093,740	\$ 3,744,749	\$ 3,180,232
State Program Revenue	-	-	-
Federal Program Revenue	20,065,429	12,355,156	11,690,735
<b>Total Revenues:</b>	<u>\$ 25,159,169</u>	<u>\$ 16,099,904</u>	<u>\$ 14,870,967</u>
<b>Other Resources</b>			
Transfers In	700,886	129,971	539,108
<b>Total Other Resources:</b>	<u>\$ 700,886</u>	<u>\$ 129,971</u>	<u>\$ 539,108</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 25,860,055</u>	<u>\$ 16,229,875</u>	<u>\$ 15,410,075</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	14,350,031	9,924,498	8,995,446
Contracted & Professional Services	3,967,920	2,876,263	4,339,492
Supplies & Materials	1,899,996	1,307,077	1,159,489
Other Operating Costs	5,423,450	3,968,985	3,354,956
Capital Outlay	218,658	212,292	38,645
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 25,860,055</u>	<u>\$ 18,289,115</u>	<u>\$ 17,888,028</u>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 25,860,055</u>	<u>\$ 18,289,115</u>	<u>\$ 17,888,028</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ 222,000</u>	<u>\$(1,808,548)</u>	<u>\$(2,408,753)</u>



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>The Teaching and Learning Center</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 6,602	\$ 2,500	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	-	-	2,800
<b>Total Revenues:</b>	\$ 6,602	\$ 2,500	\$ 2,800
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 6,602	\$ 2,500	\$ 2,800
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	2,800
Supplies & Materials	-	-	-
Other Operating Costs	6,602	1,800	898
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 6,602	\$ 1,800	\$ 3,698
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 6,602	\$ 1,800	\$ 3,698
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$ 700	\$(898)

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Center for Safe and Secure Schools</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 49,608	\$ 14,316	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	147,306	50,577	-
<b>Total Revenues:</b>	\$ 196,914	\$ 64,893	\$ -
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	\$ -	\$ -	\$ -
<b>Total Revenues &amp; Other Resources:</b>	\$ 196,914	\$ 64,893	\$ -
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	95,131	63,454	-
Contracted & Professional Services	39,010	5,600	-
Supplies & Materials	5,700	4,308	-
Other Operating Costs	57,073	101	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	\$ 196,914	\$ 73,462	\$ -
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Other Uses:</b>	\$ 196,914	\$ 73,462	\$ -
<b>Revenue Over/(Under) Expenditures:</b>	\$ -	\$(8,570)	\$ -

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Special Schools - ABS East</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 9,893	\$ -	\$ 3,000
State Program Revenue	-	-	-
Federal Program Revenue	-	-	-
<b>Total Revenues:</b>	<u>\$ 9,893</u>	<u>\$ -</u>	<u>\$ 3,000</u>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 9,893</u>	<u>\$ -</u>	<u>\$ 3,000</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	8,564	7,577	4,148
Other Operating Costs	1,329	486	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 9,893</u>	<u>\$ 8,063</u>	<u>\$ 4,148</u>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 9,893</u>	<u>\$ 8,063</u>	<u>\$ 4,148</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$(8,063)</u>	<u>\$(1,148)</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Technology Support Services</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ -	\$ -	\$ -
State Program Revenue	-	-	201,885
Federal Program Revenue	28,972	-	-
<b>Total Revenues:</b>	<b>\$ 28,972</b>	<b>\$ -</b>	<b>\$ 201,885</b>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 28,972</b>	<b>\$ -</b>	<b>\$ 201,885</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	11,655	-	161,321
Contracted & Professional Services	5,000	-	26,631
Supplies & Materials	6,603	-	-
Other Operating Costs	5,714	-	13,933
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 28,972</b>	<b>\$ -</b>	<b>\$ 201,885</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 28,972</b>	<b>\$ -</b>	<b>\$ 201,885</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**SPECIAL REVENUE FUNDS DETAIL BY DIVISION**  
**ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**  
 Fiscal year to date: July 31, 2019

<b>Total Special Revenue Fund</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 6,068,331	\$ 4,501,862	\$ 3,636,771
State Program Revenue	556,979	-	890,795
Federal Program Revenue	36,832,823	19,606,259	17,608,208
<b>Total Revenues:</b>	<u>\$ 43,458,133</u>	<u>\$ 24,108,121</u>	<u>\$ 22,135,775</u>
<b>Other Resources</b>			
Transfers In	1,251,673	680,758	1,089,895
<b>Total Other Resources:</b>	<u>\$ 1,251,673</u>	<u>\$ 680,758</u>	<u>\$ 1,089,895</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ 44,709,806</u>	<u>\$ 24,788,879</u>	<u>\$ 23,225,670</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	23,640,721	14,487,574	14,094,188
Contracted & Professional Services	11,843,982	7,370,926	9,527,852
Supplies & Materials	2,566,896	1,599,499	1,633,918
Other Operating Costs	6,399,374	4,643,568	3,982,236
Capital Outlay	258,833	232,030	57,329
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ 44,709,806</u>	<u>\$ 28,333,597</u>	<u>\$ 29,295,522</u>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ 44,709,806</u>	<u>\$ 28,333,597</u>	<u>\$ 29,295,522</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ 222,000</u>	<u>\$(3,294,027)</u>	<u>\$(6,000,652)</u>

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

	(a) BUDGET	(b) YTD ACTUAL	% REALIZED (b)/(a)
<b>REVENUES-CUSTOMER FEES &amp; CHARGES</b>			
Educ Cert & Prof Advance	400,735	178,090	44%
Business Support Services	100,000	5,000	5%
Center for Safe & Secure Schools	229,500	229,351	100%
Ctr A/S Summ & Exp Learn	81,000	92,763	115%
Department-Wide	-	9,297	N/A
Facilities			
Choice Partners Cooperative	-	-	N/A
Records Management Services	1,751,508	1,489,535	85%
The Teaching and Learning Center			
Bilingual Education	85,000	75,610	89%
Digital Learning	-	-	N/A
Digital Education and Innovation	259,919	182,652	70%
Early Childhood Winter Conference	100,000	86,755	87%
English Language Arts	155,000	206,805	133%
Math	186,150	130,542	70%
Professional Development	39,000	48,752	125%
Science	91,000	57,745	63%
Social Studies	47,900	25,850	54%
Speaker Series	459,000	244,403	53%
Special Education	69,000	63,968	93%
Research & Evaluation Institute	79,500	41,036	52%
Texas Center for Grants Development	1,000	2,370	237%
Scholastic Arts	10,000	28,920	289%
Special Schools & Services			
Academic and Behavior School East	3,464,300	3,434,875	99%
Academic and Behavior School West	2,989,640	3,328,753	111%
Fortis Academy	393,000	84,000	21%
Highpoint East School	2,003,300	2,024,180	101%
Special Schools Administration	6,596	-	0%
Technology			
Technology Support Services	16,400	1,200	7%
School Based Therapy Services	9,863,987	8,490,028	86%
<b>Total Revenues-Customer Fees &amp; Charges:</b>	<b>\$ 22,882,435</b>	<b>\$ 20,562,479</b>	<b>90%</b>

**Fee for Service Revenue Growth Ratio**

$$\frac{\text{Fee for Service Current Year less Fee for Service Previous Year}}{\text{Fee for Service Previous Year}} = \frac{20,562,479 - 19,632,871}{19,632,871} = 4.73\%$$

**Revenue Growth Indicator**

$$\frac{\text{Total Fee for Service Revenues (GF)}}{\text{Total Revenues}} = \frac{20,562,479}{93,675,722} = 21.95\%$$

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

<b>CLASS OBJECT GROUPS</b>	BUDGET	ACTUAL EXPENDITURES PLUS ENCUMBRANCES	VARIANCE	%SPENT
6100-Payroll Costs	\$ 63,663,878	\$ 46,949,001	\$ 16,714,877	73%
6200-Contracted Services	19,053,154	13,356,370	5,696,784	70%
6300-Supplies & Materials	6,051,979	3,730,240	2,321,739	61%
6400-Miscellaneous Operating Costs	14,670,505	11,011,261	3,659,244	75%
6500-Debt Service	3,149,497	3,149,496	1	100%
6600-Capital Outlay	13,893,077	3,097,259	10,795,818	22%
8900-Transfers Out	8,480,390	9,984,276	(1,503,886)	117%
<b>TOTAL EXPENDITURES:</b>	<b>\$ 128,962,480</b>	<b>\$ 91,277,903</b>	<b>\$ 37,684,577</b>	<b>70%</b>

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: July 31, 2019

<b><u>BUDGET MANAGER TITLE</u></b>	<b><u>Revenues</u></b>	<b><u>Tax Subsidy</u></b>	<b><u>Expenditure and Encumbran</u></b>	<b><u>Includes Tax subsidy Variance</u></b>	<b><u>w/o Tax Profit Ratio</u></b>	<b><u>Profitability Variance</u></b>
Educator Certification and Professional Advancement	\$ 178,090	\$ 340,653	\$ 520,799	\$(2,056)	-192%	\$(342,709)
Choice Partners Cooperative	8,028,152	-	1,927,454	6,100,698	76%	6,100,698
Records Management	1,558,155	330,464	1,926,223	(37,604)	-24%	(368,068)
School Based Therapy Services	8,490,028	1,172,585	9,665,052	(2,440)	-14%	(1,175,025)
Schools	8,880,584	2,143,724	11,040,567	(16,260)	-24%	(2,159,984)

\*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:** August 21, 2019

**Title:** Budget Amendment Report

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

**Submitted By:** Stephanie Ritchie

**Additional Resource Personnel:** Rosa Maria Torres

**Information**

**Posted Agenda Item:**

Monthly Budget Amendment Report

**Subject:**

Budget Amendment Report for July 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: 08/06/2019

**Reviewed By**

Jesus Amezcua

**Date**

08/06/2019 03:38 PM  
Started On: 07/22/2019 01:14 PM

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

Budget Rationale		Changes to Revenues	Changes to Appropriations	Changes Impacting F/Bal	Total Net Change
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**GENERAL FUND**

**INCREASES**

Increase revenues & expenditures in the General Fund (1999) Various Budget Managers to allocate budget based on year end estimated expenditures. Total increases for General Fund Budget Managers equals \$523,072, the net effect to general fund will be \$0.

Increase revenues & expenditures in the General Fund (1999) Budget Manager (922) CASE All-Earth Ecobot budget in the amount of \$9,279 to reflect revenue receipts received in excess of the budgeted amount.

Increase revenues & expenditures in the General Fund (1999) Various Budget Managers to allocate budget based on year end estimated legal fees expenditures. Total increases for General Fund Budget Managers equals \$283,140, the net effect to general fund will be \$0.

**DECREASES**

Decrease revenues & expenditures in the General Fund (1999) Various Budget Managers to allocate budget based on year end estimated expenditures. Total decreases for General Fund Budget Managers equals (\$523,072), the net effect to general fund will be \$0.

Decrease revenues & expenditures in the General Fund (1999) Various Budget Managers to allocate budget based on year end estimated legal fees expenditures. Total decreases for General Fund Budget Managers equals (\$283,140), the net effect to general fund will be \$0.

<b>Total GENERAL FUND:</b>		<b>\$ 9,279</b>	<b>\$ 9,279</b>	<b>\$ -</b>	<b>\$ -</b>
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**SPECIAL REVENUE FUND**

**INCREASES**

Increase revenues & expenditures in the Special Revenue Fund (2059) Budget Manager (901) Head Start budget in the amount of \$130,000 to reflect additional funding needed for the New Baytown Head Start Center.

Increase revenues & expenditures in the Special Revenue Fund (2059) Budget Manager (901) Head Start budget in the amount of \$3,068 to reflect additional revenue receipts received.

94

Increase revenues & expenditures in the Special Revenue Fund (2159) Budget Manager (901) Early Head Start budget in the amount of \$77,316 to accurately reflect the grant award received.

Increase revenues & expenditures in the Special Revenue Fund (2169) Budget Manager (901) Early Head Start **IT&A budget** in the amount of **\$14,500** to accurately reflect the grant award received. \$ 14,500 \$ 14,500 - -

Increase revenues & expenditures in the Special Revenue Fund (4989) Budget Manager (901) Head Start Local Revenue budget in the amount of \$11,000 to reflect the new grant amount received by **TEGNA foundation** for the SuperMENTor program. \$ 11,000 \$ 11,000 - -

Increase revenues & expenditures in the Special Revenue Fund (2300) Budget Manager (201) **new** Adult Education Federal Grant budget in the amount of \$765,361 to accurately reflect the grant award received. (Federal) \$ 765,361 \$ 765,361 - -

Increase revenues & expenditures in the Special Revenue Fund (2340) Budget Manager (201) **new** Adult Education El Civic Grant budget in the amount of \$183,816 to accurately reflect the grant award received. (El Civic) \$ 183,816 \$ 183,816 - -

**DECREASES**

Decrease revenues & expenditures in the Special Revenue Fund (3810) Budget Manager (201) **new** Adult Education State Grant budget in the amount of (\$556,979) to accurately reflect the grant award received. (State) \$ (556,979) \$ (556,979) - -

Decrease revenues & expenditures in the Special Revenue Fund (2230) Budget Manager (201) **new** Adult Education TANF Grant budget in the amount of (\$203,498) to accurately reflect the grant award received. (TANF) \$ (203,498) \$ (203,498) - -

**Total SPECIAL REVENUE FUND: \$ 424,584 \$ 424,584 - \$ -**

**CHOICE PARTNERSHIP FUND**

**INCREASES**

Increase revenues & expenditures in the Choice Partnership (7119) to reflect additional revenues received and increase transfer out to general fund. 3,381,789 3,381,789 - -

**DECREASES**

**Total CHOICE PARTNERSHIP FUND: \$ 3,381,789 \$ 3,381,789 - \$ -**

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**  
**August 2019**

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b><u>ESTIMATED REVENUES &amp; OTHER RESOURCES</u></b>					
<b><u>Revenues</u></b>					
Local Customer Fees/Charges	\$22,882,435	9,279	\$22,891,714		<7>
Local Property Tax Rev-Current	46,420,080	-	46,420,080		<1,8>
Local Property Tax Rev-Del, P&I	(22,945,040)		(22,945,040)		
Local Investment Earnings	336,000		336,000		
Local Grants	4,500		4,500		
Local Miscellaneous Revenues	98,203		98,203		
<b>Total Local Revenues:</b>	<b>46,796,178</b>	<b>9,279</b>	<b>46,805,457</b>	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		
<b>Total State Revenues:</b>	<b>3,515,629</b>	<b>-</b>	<b>3,515,629</b>	0.0%	
Federal Grants Indirect Cost	1,550,000		1,550,000		
<b>Total Estimated Revenues:</b>	<b>51,861,807</b>	<b>9,279</b>	<b>51,871,086</b>	0.0%	
<b><u>Other Resources</u></b>					
Transfers In - Choice Partners	2,079,220	-	2,079,220		<1>
<b>Total Other Resources:</b>	<b>2,079,220</b>	<b>-</b>	<b>2,079,220</b>	0.0%	
<b>Total Estimated Revenues &amp; Other Resources:</b>	<b>53,941,027</b>	<b>\$9,279</b>	<b>\$53,950,306</b>	0.0%	
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>					
<b><u>Appropriations</u></b>					
Adult Education Local	\$151,184		\$151,184		
Educator Certification and Professional Advancement	648,292	(50,000)	598,292		<1>
Assistant Superintendent-Academic Support	286,525		286,525		
Assistant Superintendent-Education and Enrichment	287,602		287,602		
Board of Trustees	196,016	99,478	295,494		<8>
Business Support Services	1,894,411	13,004	1,907,415		<8>
Center for Safe & Secure Schools (CSSS)	605,633	685	606,318		<8>
Center for Afterschool, Summer and Expanded Learning	675,737	12,729	688,466		<7,8>
Communications	829,855	41,845	871,700		<1,8>
Client Engagement	696,621		696,621		
Department Wide (DW)	6,141,011	(483,140)	5,657,871		<1,8>
Facilities Support Services					
Construction Services	194,578	28,000	222,578		<1>
Local Construction	1,000,000		1,000,000		
Fac-BLDG & Asst Replacement	21,961		21,961		
Records Management Services	1,940,133	200,000	2,140,133		<1>
Head Start - Local	5,000		5,000		
Human Resources	1,085,113	43,701	1,128,814		<8>

- Continued on next page -

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

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>					
<b><u>Appropriations, Continued</u></b>					
Purchasing Support Services	692,804	959	693,763		<8>
Research & Evaluation Institute	634,155		634,155		
Resource Development - Internal Grant Services	599,203		599,203		
Retirement Leave Benefits	-	216,880	216,880		<1>
Scholastic Arts	142,473		142,473		
School Based Therapy Services	11,745,178	(273,072)	11,472,106		<1>
Special Assistant to Superintendent	286,106		286,106		
Special Schools					
Academic and Behavior School East	4,731,732	1,810	4,733,542		<8>
Academic and Behavior School West	3,871,584	3,561	3,875,145		<8>
Highpoint East School	3,235,020		3,235,020		
Fortis Academy	1,232,750	274	1,233,024		<8>
Special Schools Administration	551,887	77,208	629,095		<8>
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	55,168	571,371		<1,8>
Teaching and Learning Center					
Bilingual Education	135,315		135,315		
Digital Education and Innovation	239,730	20,189	259,919		<1>
Digital Learning & Instructional Learning					
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		
<b>Total Appropriations:</b>	<b>54,135,515</b>	<b>9,279</b>	<b>54,144,794</b>	0.0%	
<b><u>Other Uses</u></b>					
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		
<b>Total Other Uses:</b>	<b>3,942,802</b>	<b>-</b>	<b>3,942,802</b>		
<b>Total Appropriations &amp; Other Uses:</b>	<b>58,078,317</b>	<b>9,279</b>	<b>58,087,596</b>	0.0%	
<b>Excess/(Deficiency) Estimated Revenues &amp; Other Resources Over/(Under) Appropriations &amp; Other Uses:</b>	<b>(\$4,137,290)</b>	<b>\$0</b>	<b>(\$4,137,290)</b>		

\* 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  
 August 2019 (Unaudited)

**TOTAL APPROPRIATIONS FROM FUND BALANCE**

	APPROPRIATED FROM VARIOUS CATEGORIES	Previous APPROPRIATED Approved FROM UNASSIGNED	TOTAL APPROPRIATED	Proposed Budget Amendment
<b>Division Distribution</b>				
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	
ECl 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	
<b>Total Fund Balance Appropriations:</b>	<b>\$212,290</b>	<b>-</b>	<b>\$212,290</b>	<b>-</b>

**FUND BALANCE RECAP**

	SEPTEMBER 1	APPROPRIATED YEAR-TO-DATE	ESTIMATED BALANCE	Proposed Budget Amendment
<b>Nonspendable Fund Balance</b>				
Investment in Inventory, September 1	\$93,431	-	\$93,431	
Prepaid Items	34,606	-	34,606	
<b>Total Nonspendable Fund Balance</b>	<b>128,037</b>	<b>0</b>	<b>128,037</b>	
<b>Committed Fund Balance</b>				
Employee Retirement Leave Fund	500,000	-	500,000	
Unemployment Liability	200,000	-	200,000	
Capital Projects	1,314,976	-	1,314,976	
<b>Total Committed Fund Balance</b>	<b>2,014,976</b>	<b>0</b>	<b>2,014,976</b>	
<b>Assigned Fund Balance</b>				
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	
<b>Total Assigned Fund Balance</b>	<b>\$9,499,397</b>	<b>-</b>	<b>\$9,499,397</b>	
<b>Total Unassigned Fund Balance</b>	<b>17,769,755</b>	<b>212,290</b>	<b>17,557,465</b>	
<b>Estimated Total Fund Balance, General Fund:</b>	<b>\$29,412,165</b>	<b>\$212,290</b>	<b>\$29,199,875</b>	<b>-</b>

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

	GRANT PERIOD *	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b>ESTIMATED REVENUES &amp; OTHER RESOURCES</b>						
<b>Revenues</b>						
Local Program Revenues		\$6,068,331	11,000	\$6,079,331		<6>
State Program Revenues		556,979	(556,979)	0		<11>
Federal Program Revenues		36,832,823	970,563	37,803,386		<2,3,4,5,9,10,12>
<b>Total Estimated Revenues:</b>		<b>43,458,133</b>	<b>424,584</b>	<b>43,882,717</b>	1.0%	
<b>Other Resources</b>						
Transfer In-CASE After School Program		550,787		550,787		
Transfer In-Head Start		700,886		700,886		
<b>Total Other Resources:</b>		<b>1,251,673</b>	<b>-</b>	<b>1,251,673</b>		
<b>Total Revenues &amp; Other Resources</b>		<b>\$44,709,806</b>	<b>424,584</b>	<b>\$45,134,390</b>	0.9%	
<b>APPROPRIATIONS &amp; OTHER USES</b>						
<b>Adult Education Program</b>						
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	765,361	3,853,789		<9>
State ABE Regular	07/01/19-06/30/20	556,979	(556,979)	-		<11>
Fed ABE EL/Civics	07/01/19-06/30/20	443,545	183,816	627,361		<10>
Fed TANF	07/01/19-06/30/20	203,498	(203,498)	-		<12>
<b>Total Adult Education:</b>		<b>8,136,145</b>	<b>188,700</b>	<b>8,324,845</b>	2.3%	
<b>Educator Certification and Professional Advancement</b>						
Fed Educators and Families for English Learners	09/01/18-08/31/19	20,000		20,000		
<b>Total Alternative Certification Program:</b>		<b>20,000</b>	<b>-</b>	<b>20,000</b>	0.0%	
<b>The Center for Afterschool, Summer and Expanded Learning (CASE)</b>						
Fed 21 <sup>st</sup> Century CLC-Cycle IX	08/01/18-07/31/19	1,643,857		1,643,857		
Fed 21 <sup>st</sup> Century CLC-Cycle X	08/01/18-07/31/19	1,487,784		1,487,784		
Fed 21 <sup>st</sup> Century CLC-Cycle IX	08/01/19-07/31/20	1,600,347		1,600,347	100.0%	
Fed 21 <sup>st</sup> Century CLC-Cycle X	08/01/19-07/31/20	1,490,002		1,490,002	100.0%	
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	16,880		16,880		
<b>Total CASE:</b>		<b>10,422,225</b>	<b>-</b>	<b>10,422,225</b>	0.0%	

- Continued on next page -

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

	GRANT PERIOD *	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b>APPROPRIATIONS &amp; OTHER USES (CONTINUED)</b>						
<b>Center For Safe and Secure Schools</b>						
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		
<b>Total Center for Safe and Secure Schools</b>		<b>196,914</b>	<b>-</b>	<b>196,914</b>	0.0%	
<b>Head Start Program</b>						
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	133,068	12,226,749		<2,3>
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	77,316	2,031,461		<4>
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	14,500	60,100		<5>
Loc Early Head Start In-Kind	09/01/18-08/31/19	111,000	-	111,000	0.0%	
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	26,660	11,000	37,660		<6>
<b>Total Head Start:</b>		<b>25,860,055</b>	<b>235,884</b>	<b>26,095,939</b>	0.9%	
<b>The Teaching and Learning Center</b>						
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		
<b>Total Teaching and Learning Center:</b>		<b>64,574</b>	<b>-</b>	<b>64,574</b>	0.0%	
<b>Academic &amp; Behavior Schools</b>						
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		
<b>Total Academic and Behavior Schools:</b>		<b>9,893</b>	<b>-</b>	<b>9,893</b>	0.0%	
<b>Total Appropriations &amp; Other Uses:</b>		<b>\$ 44,709,806</b>	<b>\$ 424,584</b>	<b>\$ 45,134,390</b>	0.9%	
<b>Excess/(Def) Estimated Revenues &amp; Other Resources Over/(Under) Appropriations &amp; Other Uses:</b>						
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

\* 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  
 August 2019**

	<b>APPROVED BUDGET</b>	<b>PROPOSED INCREASE/ (DECREASE)</b>	<b>AMENDED BUDGET</b>	<b>PERCENT CHANGE</b>	<b>AMENDMENT NO.</b>
<b><u>ESTIMATED REVENUES &amp; OTHER RESOURCES</u></b>					
<b>Funding Sources</b>					
Transfers In - PFC Lease	2,458,368		2,458,368		
Transfers In - Debt Svc-QZAB	691,129		691,129		
<b>Total Funding Sources:</b>	<b>3,149,497</b>	<b>-</b>	<b>3,149,497</b>	<b>0.0%</b>	
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>					
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		
<b>Total Appropriations:</b>	<b>3,149,497</b>	<b>-</b>	<b>3,149,497</b>	<b>0.0%</b>	
<b>Excess/(Def) Estimated Revenues &amp; Other Resources Over/(Under) Appropriations &amp; Other Uses:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

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

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

\* 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**  
**August 2019**

	<b>APPROVED BUDGET</b>	<b>PROPOSED INCREASE/ (DECREASE)</b>	<b>AMENDED BUDGET</b>	<b>PERCENT CHANGE</b>	<b>AMENDMENT NO.</b>
<b><u>ESTIMATED REVENUES &amp; OTHER RESOURCES</u></b>					
<b>Revenues:</b>					
Customer Fees	4,621,364	3,381,789	8,003,153		<13>
Contract Services	-		-		
Other Local Revenues	25,000		25,000		
Interdepartmental Revenues	5,428,496		5,428,496		
<b>Total Estimated Revenues:</b>	<b>10,074,860</b>	<b>3,381,789</b>	<b>13,456,649</b>	33.6%	
<b>Other Funding Sources</b>					
Workers Comp Contributions	300,000		300,000		
<b>Total Funding Sources:</b>	<b>300,000</b>	<b>-</b>	<b>300,000</b>	0.0%	
<b>Total Revenues &amp; Funding Sources:</b>	<b>10,374,860</b>	<b>3,381,789</b>	<b>13,756,649</b>	32.6%	
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>					
7119 Choice Partners	4,646,364	3,381,789	8,028,153		<13>
7539 ISF-Workers Compensation	450,000	-	450,000		
7999 ISF-Facilities	5,428,496		5,428,496		
<b>Total Appropriations:</b>	<b>10,524,860</b>	<b>3,381,789</b>	<b>13,906,649</b>	32.1%	
<b>Excess/(Def) Estimated Revenues &amp; Other Resources Over/(Under)</b>					
<b>Appropriations &amp; Other Uses: *</b>	<b>(\$150,000)</b>	<b>\$0</b>	<b>(\$150,000)</b>		

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

**Posted Agenda Item:**

**BA #1819-08-01** Discussion and possible action to approve the **General Fund (1999)** budget amendment to transfer funds between divisions for estimated year end expenditures. Net effect will be \$0.

**Subject:**

**Budget; General Fund; Budget funds will be transferred between divisions to cover estimated year end expenditures. There is no effect on the HCDE fund balance.**

**Rationale:**

Justification:

Estimated revenues are \$0

Taxes will be reallocated between divisions to cover year end estimated expenditures.

Total appropriations are \$0

HCDE shall allocate appropriate estimated expenditures to divisions based on anticipated year end expenditures. There is no impact on the HCDE fund balance.

Division/Budget: General Fund							Fiscal Year: FY 2018-19		Business Posting Date:		Business Tracking Number:	
BUDGET CODE						ACCOUNT		CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET
Account Description												
199	9	41	001	99	001	6119	0000	Salary Professional Staff		\$ 246,696	\$ 25,000	\$ 271,696
199	9	00	001	00	001	5711	0099	Distribution Current Tax Revenue		\$ 516,203	\$ 25,000	\$ 541,203
199	9	13	014	99	014	6119	0000	Salary Professional Staff		\$ 396,849	\$ (50,000)	\$ 346,849
199	9	00	014	00	014	5711	0099	Distribution Current Tax Revenue		\$ 247,557	\$ (50,000)	\$ 197,557
199	9	51	079	99	086	6487	0000	Facilities Support Charges		\$ 3,270	\$ 28,000	\$ 31,270
199	9	00	079	00	086	5711	0099	Distribution Current Tax Revenue		\$ 194,578	\$ 28,000	\$ 222,578
199	9	41	099	99	099	6199	0000	Retirement Leave Benefits		\$ -	\$ 216,880	\$ 216,880
199	9	00	099	00	099	5711	0099	Distribution Current Tax Revenue		\$ -	\$ 216,880	\$ 216,880
199	9	21	111	99	111	6119	0000	Salary Professional Staff		\$ 9,775,892	\$ (273,072)	\$ 9,502,820
199	9	00	111	00	111	5711	0099	Distribution Current Tax Revenue		\$ 1,881,191	\$ (273,072)	\$ 1,608,119
199	9	13	190	99	190	6119	0000	Salary Professional Staff		\$ 17,776	\$ 20,189	\$ 37,965
199	9	00	190	00	190	5711	0099	Distribution Current Tax Revenue		\$ (20,189)	\$ 20,189	\$ -
199	9	41	925	99	925	6129	0000	Wages Support Staff		\$ -	\$ 33,003	\$ 33,003
199	9	00	925	00	925	5711	0099	Distribution Current Tax Revenue		\$ 829,855	\$ 33,003	\$ 862,858
199	9	00	671	00	954	5615	0099	Distribution Transfers In		\$ -	\$ 200,000	\$ 200,000
199	9	51	671	99	954	6487	0000	Facilities Support Charges		\$ 768,267	\$ 200,000	\$ 968,267
199	9	00	098	00	098	5615	0099	Distribution Transfers In		\$ -	\$ (200,000)	\$ (200,000)
199	9	51	098	99	098	6487	0000	Facilities Support Charges		\$ 2,623,504	\$ (200,000)	\$ 2,423,504
<b>Totals:</b>										<b>\$ 17,481,449</b>	<b>\$ -</b>	<b>\$ 17,481,449</b>

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-01**. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-01**

**Posted Agenda Item:**

**BA #1819-08-02** Discussion and possible action to approve the **Special Revenue Fund** (2059) Head Start Program Operations grant budget in the amount of \$130,000. The grant period is January 1, 2019 thru December 31, 2019.

**Subject:**

**Budget; Special Revenue Fund; The revenues and the expenditures will both increase by \$130,000**

**Rationale:**

Justification:

Estimated revenues are \$130,000

General Fund appropriated \$300,000 as transfer out to Head Start specifically for the New Baytown center construction expenditures. The FY 18-19 Head Start budget does not include a budget for this transfer. It is estimated that only \$130,000 is needed for this project in FY 18-19 so a budget amendment is needed to establish this amount.

Total appropriations are \$130,000

HCDE shall appropriate \$130,000, and it will have no effect on HCDE fund balance.

Division/Budget: Head Start.							Fiscal Year: FY 2018-19		Business Posting Date:		Business Tracking Number:		
BUDGET CODE							ACCOUNT		CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET	
205	9	00	610	00	901	5615	0004	Transfers in-GNRL Fund		\$ -	\$ 130,000	\$ 130,000	
205	9	81	651	99	901	6629	0000	Blds Purch, Cons, Impro		\$ -	\$ 130,000	\$ 130,000	

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-02** with an increase in both the revenues and appropriations in the amount of \$130,000. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-02**

**Posted Agenda Item:**

**BA #1819-08-03** Discussion and possible action to approve the **Special Revenue Fund** (2059) Head Start Program Operations grant budget amendment in the amount of \$3,068. The grant period is January 1, 2019 thru December 31, 2019.

**Subject:**

**Budget; Special Revenue Fund; The revenues and the expenditures will both increase by \$3,068**

**Rationale:**

Justification:

Estimated revenues are \$3,068

During the fiscal year Head Start disposed some obsolete equipment and inventory items from the old Baytown centers and collected \$3,068. The revenues appropriation needs to increase by this amount. These revenues will be used to buy new supplies for the new center.

Total appropriations are \$3,068

HCDE shall appropriate \$3,068, and it will have no effect on HCDE fund balance.

Division/Budget:		Head Start						Fiscal Year:	Business Posting Date:		Business Tracking Number:	
								FY 2018-19				
BUDGET CODE						ACCOUNT		CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET
205	9	00	610	00	901	5749	0000			\$ -	\$ 3,068	\$ 3,068
205	9	99	610	99	901	6499	0000			\$ 4,809	\$ 3,068	\$ 7,877

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-03** with an increase in both the revenues and appropriations in the amount of \$3,068. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-03**

**Posted Agenda Item:**

**BA #1819-08-04** Discussion and possible action to approve the **Special Revenue Fund (2159)** Early Head Start-Operations budget amendment in the amount of \$77,316. The grant period is September 1, 2018 thru August 31, 2019.

**Subject:**

**Budget; Special Revenue Fund; The revenues and the expenditures will both increase by \$77,316**

**Rationale:**

Justification:

Estimated revenues are \$77,316

HCDE is a recipient of a Department of Health and Human Services Head Start grant. The total carryforward amount awarded to HCDE is \$77,316. Currently FY18-19 has an amount of \$1,924,145; therefore, an adjustment of \$77,316 is needed to reflect the amount awarded.

Total appropriations are \$77,316

HCDE shall appropriate \$77,316, and it will have no effect on HCDE fund balance.

Division/Budget:							Early Head Start		Fiscal Year:	Business Posting Date:	Business Tracking Number:			
BUDGET CODE							ACCOUNT		FY 2018-19	CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Account Description	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET	
215	9	00	710	00	901	5949	0000	Revenues - U.S. Govt direct			\$ 1,924,145	\$ 77,316	\$ 2,001,461	
215	9	51	751	99	901	6393	0002	New Purchases-Technology <\$5,000			\$ -	\$ 14,063	\$ 14,063	
215	9	51	751	99	901	6393	0004	New Purchases-Other <\$5,000			\$ -	\$ 45,953	\$ 45,953	
215	9	11	710	99	901	6391	0000	Instructional Materials			\$ 6,535	\$ 3,000	\$ 9,535	
215	9	51	751	99	901	6318	0000	Custodial Supplies			\$ 3,000	\$ 2,500	\$ 5,500	
215	9	51	751	99	901	6397	0000	Software purchases			\$ 2,854	\$ 1,800	\$ 4,654	
215	9	41	751	99	901	6399	0000	General Supplies			\$ -	\$ 5,000	\$ 5,000	
215	9	51	751	99	901	6249	0000	Contracted Maintenance & Repair			\$ 40,684	\$ 5,000	\$ 45,684	

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-04** with an increase in both the revenues and appropriations in the amount of \$77,316. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-04**



**Posted Agenda Item:**

**BA #1819-08-05** Discussion and possible action to approve the **Special Revenue Fund** (2169) Early Head Start-TT&A budget amendment in the amount of \$14,500. The grant period is September 1, 2018 thru August 31, 2018.

**Subject:**

**Budget; Special Revenue Fund; The revenues and the expenditures will both increase by \$14,500**

**Rationale:**

Justification:

Estimated revenues are \$14,500

HCDE is a recipient of a Department of Health and Human Services Head Start grant. The total carryforward amount awarded to HCDE is \$14,500. Currently the training budget for FY18-19 has an amount of \$45,600; therefore, an adjustment of \$14,500 is needed to reflect the awarded amount.

Total appropriations are \$14,500

HCDE shall appropriate \$14,500, and it will have no effect on HCDE fund balance.

Division/Budget:		Early Head Start							Fiscal Year:	Business Posting Date:	Business Tracking Number:		
									FY 2018-19				
BUDGET CODE							ACCOUNT		CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Account Description	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET
216	9	00	710	00	901	5949	0000	Revenues - U.S. Govt direct			\$ 45,600	\$ 14,500	\$ 60,100
216	9	13	710	99	901	6299	0000	Other contracted Services			\$ 9,995	\$ 8,000	\$ 17,995
216	9	13	710	99	901	6329	0000	Reading Materials			\$ 62	\$ 4,500	\$ 4,562
216	9	13	710	99	901	6399	0000	General Supplies & Materials			\$ 9,325	\$ 2,000	\$ 11,325

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-05** with an increase in both the revenues and appropriations in the amount of \$14,500. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation: Staff recommends approval of **BA #1819-08-05**

**Posted Agenda Item:**

**BA #1819-08-06** Discussion and possible action to approve the **Local Special Revenue Fund (4989)** Head Start local grants budget amendment in the amount of \$11,000.

**Subject:**

**Budget; Local Special Revenue Fund; The revenues and the expenditures will both increase by \$11,000**

**Rationale:**

Justification:

Estimated revenues are \$11,000

The TEGNA Foundation is an entity that supports the SuperMentor program from Head Start and awarded \$11,000 to the program so, the revenues and appropriations for the Head Start local grants need to be increase in the amount of \$11,000.

Total appropriations are \$11,000

HCDE shall appropriate the following: Direct program cost and revenue will increase by \$11,000.

Division/Budget:		Head Start							Fiscal Year:	Business Posting Date:	Business Tracking Number:		
									FY 2018-19				
BUDGET CODE							ACCOUNT		CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Account Description	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET
498	9	00	610	00	901	5798	0601	Loc Grant -HS- Supermentor			\$ 26,060	\$ 11,000	\$ 37,060
498	9	61	610	99	901	6499	0601	Instructional Materials - HS Supermentor			\$ 26,660	\$ 11,000	\$ 37,660

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-06** with an increase in both the revenues and appropriations in the amount of \$11,000. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-06**

**Posted Agenda Item:**

**BA #1819-08-07** Discussion and possible action to approve the **General Fund** (1999) budget amendment in the amount of \$9,279 for CASE All-Earth Ecobot.

**Subject: Budget; General Fund; The revenues and the expenditures will both increase by \$9,279**

**Rationale:**

Justification: Estimated revenues are \$9,279

CASE received additional \$9,279 for services provided to Head Start and for an Ecobot grant so a budget amendment is requested to reflect the correct revenue budget. The All-Earth Ecobot Challenge is an innovative engineering competition that engages fourth through eighth grade students in complex problem-solving, while developing critical thinking skills and elevating their confidence in formulating solutions to real-world missions. The expenditures appropriations will also increase in order to cover associated expenses.

Total appropriations are \$9,279

HCDE shall appropriate the following:

Direct program cost and revenue will increase by \$9,279

Division/Budget:		<b>Case for Kids</b>							Fiscal Year:	Business Posting Date:	Business Tracking Number:		
		BUDGET CODE					ACCOUNT CODE		FY 2018-2019				
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Account Description	CHECK HERE: Fund Balance Appropriation?	CHECK HERE: New Code?	ORIGINAL BUDGET	INCR (DECR) (Round to whole dollar)	REVISED BUDGET
199	9	21	922	99	922	6119	0000	Salary Prof Staff			\$ 228,000	\$ 9,279	\$ 237,279
199	9	00	922	00	922	5726	0007	Case training revenues			\$ 6,000	\$ 2,167	\$ 8,167
199	9	00	922	00	922	5739	0130	Mis Fees- Ecobot			\$ -	\$ 7,112	\$ 7,112

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-07** with an increase in both the revenues and appropriations in the amount of \$9,279. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-07**

**Posted Agenda Item:**

**BA #1819-08-08** Discussion and possible action to approve the **General Fund (1999)** budget amendment to allocate divisions legal fees appropriations and reduce the department wide allocation by the same amount. Net effect will be \$0.

**Subject:**

**Budget; General Fund; The legal fee expenditures will be reallocated between divisions based on actual cost from the department wide budget. There is no effect on the HCDE fund balance.**

**Rationale:**

Justification:

Estimated revenues are \$0

Taxes will be reallocated from Department wide to the various division's tax revenue to cover the legal fees appropriation.

Total appropriations are \$0

HCDE shall allocate appropriate legal fees to divisions based on actual cost from the department wide legal allocation budget. There is no impact on the HCDE fund balance.

Division/Budget: General Fund								Fiscal Year:	Business Posting Date:	Business Tracking Number:			
BUDGET CODE								ACCOUNT	CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Account Description	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET
199	9	41	001	99	001	6211	0000	Legal Services			\$ -	\$ 30,168	\$ 30,168
199	9	41	005	99	005	6211	0000	Legal Services			\$ -	\$ 685	\$ 685
199	9	41	010	99	010	6211	0000	Legal Services			\$ -	\$ 99,478	\$ 99,478
199	9	41	030	99	030	6211	0000	Legal Services			\$ -	\$ 43,701	\$ 43,701
199	9	41	050	99	050	6211	0000	Legal Services			\$ -	\$ 13,004	\$ 13,004
199	9	41	501	99	501	6211	0000	Legal Services			\$ 1,200	\$ 77,208	\$ 78,408
199	9	41	601	99	131	6211	0000	Legal Services			\$ -	\$ 1,810	\$ 1,810
199	9	41	602	99	132	6211	0000	Legal Services			\$ -	\$ 3,561	\$ 3,561
199	9	41	605	99	800	6211	0000	Legal Services			\$ -	\$ 274	\$ 274
199	9	41	922	99	922	6211	0000	Legal Services			\$ -	\$ 3,450	\$ 3,450
199	9	41	925	99	925	6211	0000	Legal Services			\$ -	\$ 8,842	\$ 8,842
199	9	41	950	99	950	6211	0000	Legal Services			\$ -	\$ 959	\$ 959
199	9	41	098	99	098	6211	0000	Legal Services			\$ 300,000	\$ (283,140)	\$ 16,860
199	9	00	001	00	001	5711	0099	Distrubtion Current Tax			\$ 516,203	\$ 30,168	\$ 546,371
199	9	00	005	00	005	5711	0099	Distrubtion Current Tax			\$ 376,133	\$ 685	\$ 376,818
199	9	00	010	00	010	5711	0099	Distrubtion Current Tax			\$ 193,445	\$ 99,478	\$ 292,923
199	9	00	030	00	030	5711	0099	Distrubtion Current Tax			\$ 286,525	\$ 43,701	\$ 330,226
199	9	00	050	00	050	5711	0099	Distrubtion Current Tax			\$ 287,602	\$ 13,004	\$ 300,606
199	9	00	501	00	501	5711	0099	Distrubtion Current Tax			\$ 545,291	\$ 77,208	\$ 622,499
199	9	00	601	00	131	5711	0099	Distrubtion Current Tax			\$ 1,267,432	\$ 1,810	\$ 1,269,242
199	9	00	602	00	132	5711	0099	Distrubtion Current Tax			\$ 879,944	\$ 3,561	\$ 883,505
199	9	00	605	00	800	5711	0099	Distrubtion Current Tax			\$ 916,685	\$ 274	\$ 916,959
199	9	00	922	00	922	5711	0099	Distrubtion Current Tax			\$ 590,237	\$ 3,450	\$ 593,687
199	9	00	925	00	925	5711	0099	Distrubtion Current Tax			\$ 829,855	\$ 8,842	\$ 838,697
199	9	00	950	00	950	5711	0099	Distrubtion Current Tax			\$ 552,804	\$ 959	\$ 553,763
199	9	00	098	00	098	5711	0099	Distrubtion Current Tax			\$ (19,152,150)	\$ (283,140)	\$ (19,435,290)

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource

Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-08**. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-08**

**Posted Agenda Item:**

**BA #1819-08-09** Discussion and possible action to approve the **Special Revenue Fund (2300)** Adult Ed – Federal grant budget amendment in the amount of \$765,361 for July 1, 2019 thru June 30, 2020.

**Subject:**

**Budget; Special Revenue Fund; The revenues and the expenditures will both increase by \$765,361**

**Rationale:**

Justification:

Estimated revenues are \$765,361

HCDE is a sub-recipient of a Houston-Galveston Area Council (HGAC) grant. The total amount awarded to HCDE increased and is now estimated to be \$4,750,000 which includes \$4,481,150 in direct program costs and \$268,850 in indirect costs. Of the \$4,481,150 in direct program cost, an adjustment of \$765,361 in direct program costs is specifically for Federal Program.

Total appropriations are \$765,361

HCDE shall increase appropriations by \$765,361 and it will have no effect on HCDE fund balance.

Division/Budget:		Adult Education						Fiscal Year:	Business Posting Date:	Business Tracking Number:		
								FY 2018-19		BA#1819-08-09		
BUDGET CODE						ACCOUNT		CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Fund Balance	New Code?	BUDGET	(Round to whole dollar)	REVISED BUDGET
Account Description								Appropriation?				
230	0	00	672	00	201	5939	0000	Federal Rev		\$ 3,088,428	\$ 765,361	\$ 3,853,789
230	0	11	672	99	201	6119	0000	Salaries Professional Personnel		\$ 3,088,428	\$ 765,361	\$ 3,853,789

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-09** with an increase in both the revenues and appropriations in the amount of \$765,361 There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-09**

**Posted Agenda Item:**

**BA #1819-08-10** Discussion and possible action to approve the **Special Revenue Fund (2340)** Adult Ed – EL Civic grant budget amendment in the amount of \$183,816 for July 1, 2019 thru June 30, 2020.

**Subject:**

**Budget; Special Revenue Fund; The revenues and the expenditures will both increase by \$183,816**

**Rationale:**

Justification:

Estimated revenues are \$183,816

HCDE is a sub-recipient of a Houston-Galveston Area Council (HGAC) grant. The total amount awarded to HCDE increased and is now estimated to be \$4,750,000 which includes \$4,481,150 in direct program costs and \$268,850 in indirect costs. Of the \$4,481,150 in direct program costs, an adjustment of \$183,816 is specifically for EL Civic Federal Program.

Total appropriations are \$183,816

HCDE shall increase appropriations by \$183,816 and it will have no effect on HCDE fund balance.

Division/Budget: <b>Adult Education</b>									Fiscal Year:	Business Posting Date:	Business Tracking Number:		
									<b>FY 2018-19</b>		<b>BA#1819-08-10</b>		
BUDGET CODE					ACCOUNT				CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Account Description	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET
234	0	00	672	00	201	5939	0000	Federal Rev			\$ 443,545	\$ 183,816	\$ 627,361
234	0	11	672	99	201	6119	0000	Salaries Professional Personnel			\$ 443,545	\$ 183,816	\$ 627,361

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-10** with an increase in both the revenues and appropriations in the amount of \$183,816 There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-10**

**Posted Agenda Item:**

**BA #1819-08-11** Discussion and possible action to approve the **Special Revenue Fund (3810)** Adult Ed – State grant budget amendment in the amount of \$556,979 for July 1, 2019 thru June 30, 2020.

**Subject:**

**Budget; Special Revenue Fund; The revenues and the expenditures will both decrease by \$556,979**

**Rationale:**

Justification:

Estimated revenues are \$556,979

FY20 included an estimated budget of \$556,979 for Houston Galveston Area Council; however, the grant for Adult Ed-State was not awarded for FY20 and the budget needs to be removed.

Total appropriations are \$556,979

HCDE shall decrease appropriations by \$556,979 and it will have no effect on HCDE fund balance.

Division/Budget: <b>Adult Education</b>									Fiscal Year:	Business Posting Date:	Business Tracking Number:		
									<b>FY 2018-19</b>		<b>BA#1819-08-11</b>		
BUDGET CODE					ACCOUNT				CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Account Description	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET
381	0	00	672	00	201	5839	0000	Federal Rev - State			\$ 556,979	\$ (556,979)	\$ -
381	0	11	672	99	201	6119	0000	Salaries Professional Personnel			\$ 556,979	\$ (556,979)	\$ -

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-11** with a decrease in both the revenues and appropriations in the amount of \$556,979. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-11**



**Posted Agenda Item:**

**BA #1819-08-12** Discussion and possible action to approve the **Special Revenue Fund (2230)** Adult Ed – TANF grant budget amendment in the amount of \$203,498 for July 1, 2019 thru June 30, 2020.

**Subject:**

**Budget; Special Revenue Fund; The revenues and the expenditures will both decrease by \$203,498.**

**Rationale:**

Justification:

Estimated revenues are \$203,498

FY20 included an estimated budget of \$203,498 for Houston Galveston Area Council; however, the grant for Adult Ed-TANF was not awarded for FY20 and the budget needs to be removed.

Total appropriations are \$203,498

HCDE shall decrease appropriations by \$203,498 and it will have no effect on HCDE fund balance.

Division/Budget: <b>Adult Education</b>								Fiscal Year:	Business Posting Date:	Business Tracking Number:		
								<b>FY 2018-19</b>		<b>BA#1819-08-12</b>		
BUDGET CODE				ACCOUNT				CHECK HERE:	CHECK HERE:	INCR (DECR)		
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Fund Balance Appropriation?	New Code?	ORIGINAL BUDGET	(Round to whole dollar)	REVISED BUDGET
223	0	00	672	00	201	5939	0000	Federal Rev		\$ 203,498	\$ (203,498)	\$ -
223	0	11	672	99	201	6119	0000	Salaries Professional Personnel		\$ 203,498	\$ (203,498)	\$ -

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-12** with a decrease in both the revenues and appropriations in the amount of \$203,498. There is no impact to HCDE fund balance.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-12**

**Posted Agenda Item:**

**BA #1819-08-13** Discussion and possible action to approve the **Choice Partners (7119)** – budget amendment in the amount of \$3,381,789.

**Subject:**

**Budget; Choice Partners; The revenues and expenditures will both increase by \$3,381,789.**

**Rationale:**

Justification:

Estimated revenues are \$3,381,789

Due to an increase on the Fee collections for the FY19, the estimated Budget needs to be increased for the additional revenues in the amount of \$3,381,789. The excess of revenues over expenditures is transferred to General Fund (1999).

Total appropriations \$3,381,789

HCDE shall appropriate \$3,381,789 and it will have no effect on HCDE fund balance.

Division/Budget:		Choice Partners							Fiscal Year:	Business Posting Date:	Business Tracking Number:			
									FY 2018-19					
		BUDGET CODE					ACCOUNT		CHECK HERE:	CHECK HERE:	ORIGINAL	INCR (DECR)	REVISED	
Fund Code	Fiscal Year	Function	Location	Program	Budget Mgr	Class Object	Sub-Object	Account Description	Fund Balance Appropriation?	New Code?	BUDGET	(Round to whole dollar)	BUDGET	
711	9	00	070	00	089	5728	0004	Participation Fees - ISD's			\$ 1,000,000	\$ 1,708,117	\$ 2,708,117	
711	9	00	070	00	089	5728	0014	Participation Fees - Out of County			\$ 130,000	\$ 160,478	\$ 290,478	
711	9	00	070	00	089	5728	0016	Participation Fees - Other Out of County			\$ 500,000	\$ 280,318	\$ 780,318	
711	9	00	951	00	951	5728	0003	Catalog Discount Program			\$ 1,000,000	\$ 282,283	\$ 1,282,283	
711	9	00	955	00	955	5728	0000	Vendor Participation Fee			\$ 550,000	\$ 950,593	\$ 1,500,593	
711	9	62	070	99	089	8915	0000	Transfers Out			\$ 2,079,220	\$ 3,381,789	\$ 5,461,009	
											<b>Totals:</b>	<b>\$ 5,259,220</b>	<b>\$ 6,763,578</b>	<b>\$ 12,022,798</b>

Law Requirement:

Pursuant to the Texas Education Agency Financial Accountability System Resource Guide, Financial Accounting and Reporting Update 15, formal budget amendments are required in order to be in compliance with sections 1.1.1 GAAP & Legal Compliance and 1.1.2 Legal Requirements

Evaluation Method and Timeline:

The department board minutes should be used to record any amendments to the budget. Monthly division financial statements are prepared and presented to ensure expenditures are within the budgeted categories.

Fiscal Impact and Cost/ Funding source

The enclosed detail is being presented as budget amendment **BA #1819-08-13** with an increase in expenditures and revenues in the amount of \$3,381,789.

Compliance with Board Policy

CE (Local/Legal) - Annual Operating Budget.

Recommendation:

Staff recommends approval of **BA #1819-08-13**

# Monthly Disbursement Report

# Fiscal Year 2018-2019

HARRIS COUNTY DEPARTMENT OF EDUCATION  
July 2019 Payroll

## HARRIS COUNTY DEPARTMENT OF EDUCATION

<u>Posting Date</u>	<u>Payee/Description</u>	<u>Transaction Amount</u>
7/2/2019	June 2019 TRS TEXNET Payment	\$392,026.87
7/10/2019	July 2019 TRS Active Care Medical Payment	317,531.00
7/11/2019	Payroll Deductions for July 15th	38,773.66
7/11/2019	IRS Tax Payment for July 15th	384,671.55
7/29/2019	Payroll Deductions for July 31st	38,328.65
7/29/2019	IRS Tax Payment for July 31st	383,652.49
	Total WIRE Transfers:	<u>\$1,554,984.22</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

<u>Posting Date</u>	<u>Payee/Description</u>	<u>Transaction Amount</u>	<u>Account</u>
7/2/2019	June 2019 TRS TEXNET Payment	\$392,026.87	
7/10/2019	July 2019 TRS Active Care Medical Payment	317,531.00	
7/11/2019	Payroll Deductions for July 15th	38,773.66	
7/11/2019	IRS Tax Payment for July 15th	384,671.55	
7/29/2019	Payroll Deductions for July 31st	38,328.65	
7/29/2019	IRS Tax Payment for July 31st	383,652.49	
Total WIRE Transfers:		<u>\$1,554,984.22</u>	

**RECAP OF ALL DISBURSEMENTS**

	<u>Checks Printed</u>	<u>P Card</u>	<u>WIRES</u>	<u>Total Disbursements</u>
Total General Operating & Payroll Clearing (100-199)	\$ 808,253.55			
Total Special Revenue (200-400)	602,463.38			
Total Internal Service/Facilities (700)	306,167.58			
Total Fiduciary (800)	-			
Total P Card Activity		\$127,497.13		
	<u>\$1,716,884.51</u>	<u>\$127,497.13</u>	<u>\$1,554,984.22</u>	<u>\$3,399,365.86</u>

Credit Card charges paid by check from above  
(other than P Card) \$4,056.60

Harris County Department of Education

Vendors with total aggregate payments of \$50,000 or more in Fiscal Year 2019 as of July 31, 2019

Vendor	Vendor Number	Contract Type	Description	Sum of payment
AAMA, INC.	83547	NOGA	CASE for Kids	85,733.51
ALDINE INDEPENDENT SCHOOL DISTRICT	10960	Interlocal	Interlocal Contract	109,127.35
ALIEF INDEPENDENT SCHOOL DISTRICT	84484	Interlocal	Interlocal Contract	133,947.06
ANN MARIE HARBOUR	87910	Job # 18/034MR Service Agreement	Service Agreement	66,404.29
BUTLER BUSINESS PRODUCTS	17320	Job # 17/004KH, 17/006KH, 14/020MP, 17/011KH, 16/011MP	Office Supplies	323,533.36
CAPSULE TEK LLC	86982	Job # 17/026KH-09	Contractor Services	88,623.00
CDW GOVERNMENT INC	18165	Job # 18/056KD	Technology Equipment/Supplie	585,365.05
CHILDCARE CAREERS LLC	85300	Job# 18/035KJ	Staffing Services for Head Start	90,388.72
CITY OF HOUSTON HEALTH DEPARTMENT	32920	Lease Agreement	Lease Agreement for Head Star	106,111.50
CLEAR CREEK ISD	19780	Interlocal	Interlocal Contract	83,296.42
CONSTRUCTION MASTERS OF HOUSTON INC	86791	Job # 15/041JN-04	Fortis Academy exterior	82,206.11
DAHILL OFFICE TECHNOLOGY CORP	87489	Lease Agreement	Copiers	58,482.12
DATA RECOGNITION CORPORATION	88048	Sole Source	Test booklets	53,151.31
DAVIS VISION INC	86779	Vision plan	Service Agreement	55,942.51
DESKOT LLC	87246	Job # 16/014YR, Partnership Agreement	Service Agreement	124,777.00
DON ELDER JR	82002	JOB # 15/053KJ	Service Agreement	52,342.44
DURA PIER FACILITIES SERVICES LTD	82491	Job # 15/041JN-07	Facilities services	246,342.87
EMCOR GOWAN INC	85932	Job # 18/060JN	Facilities services	78,605.37
ENGIE RESOURCES INC	87392	Utilities	Service Agreement	483,353.88
ERC ENVIRONMENTAL & CONST SERV INC	87401	Job # 17/020CG	Service Agreement	110,283.32
EXECU TEAM STAFFING LP	86181	Job # 17/045KJ	Staffing Service	117,416.20
EXECUTIVE THREAT SOLUTIONS LLC	85264	Job #16/060CG, Service Agreement	Security service	197,400.00
F&S CALHOUN CONSULTING INC	85947	Job #15/053KJ	Service Agreement	60,301.31
FELLOWSHIP OF PURPOSE EARLY CHILDHO	87181	Job # 16/014YR, Service Agreement	Service Agreement	83,530.00
FOSTER FENCE LTD	26235	Job # 18/060JN	Service Agreement	82,180.87
GALENA PARK ISD	27070	Interlocal	Interlocal Contract	384,520.38
HARRIS COUNTY APPRAISAL DISTRICT	29680	Per Texas Law/Linebarger	Tax appraisal	170,178.00
HARRIS COUNTY TREASURER	29920	Security Service	Service Agreement	445,657.60
HDW PRUETT TX LLC	86598	Lease Agreement	Lease Agreement for Head Star	156,230.03
HIGH POINT SANITARY SOLUTIONS	31325	18/007KD, 18/075KD	Sanitation supplies	91,592.11
HILLCO PARTNERS LLC	87257	Job # 16/020KJ, Service Agreement	Governmental Relations service	85,050.00
HOUSTON ISD	32530	Interlocal	Interlocal Contract	240,569.12
HT LAND COMPANY	87089	Lease Agreement	Lease Agreement for Head Star	50,000.00
HUMBLE INDEPENDENT SCHOOL DISTRICT	33610	Interlocal	Interlocal Contract	56,624.90
JULIE ANNE SMITH	52846	Job # 15/056KJ	Service Agreement	51,205.00
KAPLAN EARLY LEARNING COMPANY	35683	Job # 18/058KC	Educational supplies	150,539.19
KARCZEWSKI BRADSHAW LLP	87975	Professional Service Contract	Legal Services	287,097.84
KQC INVESTORS, LLC	83870	Lease Agreement	Lease Agreement for Head Star	585,038.41
LABATT INSTITUTIONAL SUPPLY COMPANY	86944	Job # 16/029TJ-03	Meals for Head Start	318,784.68
MCGRIFF SEIBELS & WILLIAMS OF	39976	Job # 17/002LB	HCDE Insurance	271,121.61
METROPOLITAN LANDSCAPE MGMT INC	82060	Job # 15/023JN	Landscape service	146,419.00
METROPOLITAN LIFE INSURANCE COMPANY	82248	Insurance coverage	Insurance Coverage	79,874.90
MILK PRODUCTS LLC	16155	Job # 17/023TJ	Head Start meals	76,223.31
MILLENNIUM LEARNING CONCEPTS	87596	Job #18/013KJ	Service Agreement	81,952.00
NEIGHBORHOOD CENTERS INC	43683	Interlocal Agreement	CASE for Kids	79,812.92
PASADENA ISD	45610	Interlocal	Interlocal Contract	130,940.13
POWERSCHOOL GROUP LLC	87278	Invoice	Sungard Annual maintenance r	74,019.29
PS LIGHTWAVE INC	86862	Job # 15/006MP	Technology Equipment/Supplie	101,779.46
PUBLIC AGENCY RETIREMENT SERVICES	60818	Payroll deduction	Payroll deduction	118,233.11
QSS, L.C	47923	Job # 15/037JN	Security equipment	468,996.71
SCHOLASTIC INC	51462	Job # 15/035KC	Educational supplies	104,263.92
SHELDON INDEPENDENT SCHOOL DISTRICT	52120	Interlocal	Interlocal Contract	399,711.58
SOUTHWEST CHARTER SCHOOL	83777	Interlocal	Interlocal Contract	185,514.22
SPRING INDEPENDENT SCHOOL DISTRICT	53950	Interlocal	Interlocal Contract	91,730.83
TEJANO CENTER FOR COMMUNITY CONCERN	86200	Interlocal Agreement	CASE for Kids	69,139.02
TEXAS POLITICAL SUBDIVISIONS	58844	Insurance	Liability	96,642.67
THE STANDARD LIFE INSURANCE	81820	Insurance	Insurance Coverage	158,471.90
THE TURNING POINT INC	87848	Job # 17/043KJ	Counseling Services	112,819.48
TOTAL TECHNOLOGIES LLC	82358	Job # 17/026KJ	Technology Equipment/Supplie	60,027.64
TROXELL COMMUNICATIONS INC	60680	Job # 17/026KH	Projectors	51,316.00
UNIQUE DIGITAL TECHNOLOGY INC	83410	Job # 17/026KJ	Technology Equipment/Supplie	103,216.58
UNUM LIFE INSURANCE CO OF AMERICA	39630	Insurance	Employee's life insurance	133,384.70
UNUM LIFE INSURANCE CO. OF AMERICA	87696	Insurance	Employee's life insurance	192,375.32
VERITIV OPERATING COMPANY	87406	Job # 16/035KC	Record management supplie	55,882.96

VERIZON WIRELESS	61927	GSA Contract	Wireless Service	168,083.22
ZENITH PREMIER INC	87916	Job #15/028LB	Service agreement for Head Sta	126,216.00
ZIEBEN FOUNDATION PROPERTIES	64845	Lease Agreement	Lease Agreement for Head Star	58,703.67



HARRIS COUNTY DEPARTMENT OF EDUCATION  
Procurement Card Report - June 2019

Description		
	Beginning	96
	New	2
	Closed	1
	Total:	97

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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	3
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
011	<b>Administration:</b>	
012	Assistant Superintendent - Parker	2
094	Assistant Superintendent- McLeod	2
	Special Assistant to the Superintendent	1
	Chief of Staff for the Superintendent	1
001	Superintendent	1
	Executive Assistant to Board of Trustees	1
	<b>Facilities:</b>	
799	Facility Support Services	22
089	Choice Facility Partners	10
955	Gulf Coast Food Cooperative	1
	<b>Instructional Support Services:</b>	
	Teaching and Learning Center Administration	6
304	TLC - Special Populations	1
303	TLC - Science	1
302	TLC - Math	1
307	TLC - English/Language Arts	1
	<b>Purchasing Services:</b>	
950	Purchasing	1
	<b>Schools Division:</b>	
131	AB - East	1
132	AB - West	2
970	Highpoint - East	2
	Fortis Academy	2
111	Special Education Therapy Services	3
501	Special Schools Administration	4
	<b>Technology:</b>	
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  
September 1, 2018 to June 30, 2019**

\*Highlighted items are newly added transactions for the current month

Merchant Name	Transactions	
	Count	Amount
ALONTI CAFÉ & CATERING	98	\$ 25,035.93
BUTLER BUSINESS PRODUCTS	66	\$ 12,400.59
GRAINGER	90	\$ 19,349.64
TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS (TASBO)	68	\$ 22,028.00
AMAZON	316	\$ 29,090.50
EMBASSY SUITES	44	\$ 13,604.73
THE HOME DEPOT	413	\$ 23,839.91
UNITED AIRLINES	70	\$ 19,233.48
WALMART/SAM'S CLUB	781	\$ 80,605.94
COURTYARD BY MARIOTT	48	\$ 20,371.21
DEMERIS BARBECUE	14	\$ 6,979.70
HILTON HOTELS (HAMPTON/DOUBLETREE SUITES/HOME2SUITES/HOMEWOOD SUITES)	68	\$ 23,073.51
HYATT HOTELS	77	\$ 32,509.41
INT*IN TRANSACTIONS (MISC.)	60	\$ 17,685.51
OFFICE DEPOT	131	\$ 11,569.79
PAYPAL TRANSACTIONS (MISC.)	85	\$ 27,782.29
ALICE TRAINING INSTITUTE	3	\$ 2,380.00
ASANA.COM	8	\$ 3,500.74
EIG CONSTANT CONTACT	9	\$ 3,880.81
FUTURE PRO, INC.	1	\$ 2,495.00
JASON'S DELI	57	\$ 14,034.60
JOHNSTONE SUPPLY	30	\$ 6,133.66
PEPBOYS STORES	88	\$ 15,852.13
REGION 4 EDUCATION SERVICE CENTER	34	\$ 4,850.00
TASA AUTHNET	30	\$ 11,031.00
CHICK-FIL-A	34	\$ 4,146.61
LA MADELEINE	19	\$ 4,700.05
STK*SHUTTERSTOCK, INC.	15	\$ 4,174.64
4IMPRINT	2	\$ 6,929.94
ARC SERVICES/TRAINING	17	\$ 7,400.00
IDENTOGO FINGERPRINTING SERVICE	112	\$ 5,319.75
MAACO	3	\$ 4,833.30
MOBILE MUNCHIES	8	\$ 4,252.55
JOHNSON SUPPLY	68	\$ 11,103.26
SOUTHWEST AIRLINES	83	\$ 27,318.22
EAI EDUCATION	5	\$ 2,967.21
HOUSTON HUMAN RESOURCE MANAGEMENT	10	\$ 2,710.00
HUBSPOT, INC.	12	\$ 5,500.00
ISI COMMERCIAL REFRIGERATION, INC.	12	\$ 4,072.19
LUNSFORD DOOR & SERVICE, INC.	2	\$ 3,044.00
99 CENTS ONLY STORES	81	\$ 3,837.22
KROGER	29	\$ 3,435.75
SHERATON HOTELS AND RESORTS	24	\$ 9,315.84
CHEVRON	42	\$ 3,055.02
SQUARE, INC. TRANSACTIONS (MISC.)	38	\$ 4,704.25
UNITED REFRIGERATION	61	\$ 11,408.52
ENTERPRISE RENT-A-CAR	23	\$ 5,331.17
FEDEX OFFICE	16	\$ 5,290.97
ASBO	4	\$ 3,460.00
FASTSIGNS	18	\$ 3,651.27
MARK S. PLUMBING	4	\$ 3,928.45
MOODY GARDENS HOTEL	34	\$ 6,109.93
NSPRA (NATIONAL SCHOOL PUBLIC RELATIONS ASSOCIATION)	6	\$ 5,614.00
HOBBY LOBBY	25	\$ 2,205.14
COABC (COMMISSION ON ADULT BASIC)	7	\$ 2,196.00
HOUSTON PERMITTING CENTER	21	\$ 5,498.82
LOVE AND LOGIC INSTITUTE	1	\$ 2,250.00

CE HOUSTON (CAREER ENTERPRISE HOUSTON)	19	\$ 5,550.70
SHERWIN WILLIAMS	24	\$ 4,158.06
WESTIN HOTELS	9	\$ 3,928.39
AMERICAN MARKETING ASSOCIATION	12	\$ 2,431.00
FREEMAN SAN ANTONIO	4	\$ 2,365.00
NATIONAL ALLIANCE OF BLACK SCHOOL EDUCATORS	4	\$ 2,705.00
NATIONAL COUNCIL FOR BEHAVIORAL HEALTH	2	\$ 3,550.00
NIGP - IWEB (NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING)	5	\$ 3,375.00
THE CROCKETT HOTEL	15	\$ 3,471.67
TRIPLE-S STEEL HOLDINGS	9	\$ 2,190.02
WEB NETWORK SOLUTIONS	18	\$ 2,661.53
WWW.TXPPA.ORG	10	\$ 4,398.00
AMERICAN OCCUPATIONAL THERAPY ASSOCIATION (AOTA)	7	\$ 2,177.78
ACE MART RESTAURANT SUPPLY	19	\$ 2,419.78
FUNCTIONFOX SYSTEMS	3	\$ 2,220.00
MOKARA AND LA MANSION	43	\$ 5,695.86
TASN (TEXAS ASSOCIATION OF SCHOOL NUTRITION)	2	\$ 3,700.00
TEACHSTONE TRAINING	5	\$ 10,369.67
TEXAS ASSOCIATION OF SCHOOL BOARDS	4	\$ 3,000.00
TEXAS COMPUTER EDUCATION	3	\$ 2,795.00
FACEBOOK	43	\$ 4,695.37
UNITED STATES POSTAL SERVICE	131	\$ 4,007.84
GOOGLE TRANSACTIONS	10	\$ 4,225.00
AIR CANADA	4	\$ 2,216.20
AVIS CAR RENTAL	6	\$ 2,067.03
ACT* MISC. TRANSACTIONS (ACTIVE NETWORK)	10	\$ 3,385.98
OMNI HOTELS & RESORTS	11	\$ 4,666.03
PENSKE TRUCK LEASING	7	\$ 3,380.66
TST* TRANSACTIONS (TOAST, INC.)	13	\$ 2,201.46
H.L. FLAKE COMPANY	14	\$ 2,340.10
LP PRINTING	9	\$ 2,121.13
GAYLORD TEXAN RESORT & CONVENTION CENTER	8	\$ 3,182.53
DAVE & BUSTERS	5	\$ 2,765.10
RS MEANS COMPANY	2	\$ 2,909.98
SCHOOL NUTRITION ASSOCIATION	6	\$ 2,108.00
Total Vendor Charges > \$2,000	4,021	\$ 748,517.02
Total Vendor Charges < \$2,000	1,735	\$ 211,049.22
<b>Total Year-to-Date Vendor Charges</b>	<b>5,756</b>	<b>\$959,566.24</b>

# HCDE Procurement Card Report

## July Statement

### 001 - Superintendent's Office

2019-06-04	HOUSTON NW CHAMBER	64940000	Conf registration & fees	\$10.00
2019-06-08	TASA AUTHNET	64140000	Emp travel conf registration	\$275.00
2019-06-12	USPS PO 4801740017	64980000	Postage	\$2.20
2019-06-24	WAL-MART #4526	64180000	Business meeting refreshments	\$133.13
2019-06-25	HYATT REGENCY AUSTIN	64110000	Emp travel lodging	\$832.26
2019-06-27	TST* GOODE COMPANY BBQ	64150000	Business meeting meals	\$44.27
2019-06-27	HOUSTON CHRONICLE CIRC	63290000	Reading materials	\$46.00
2019-06-28	UNITED 01615167285895	64130000	Emp travel transportation	\$30.00
2019-06-30	UNITED 01629261333280	64130000	Emp travel transportation	(\$24.00)
2019-07-02	HYATT REGENCY CAMBRIDG	64110000	Employee travel lodging	\$819.48
2019-07-02	IAH PARKING AREA C	64130000	Emp travel transportation	\$120.00
2019-07-02	UNITED 01615176955215	64130000	Emp travel transportation	\$30.00

**001 - Superintendent's Office      \$2,318.34**

### 005 - Center for Safe and Secure Schools

2019-06-05	J HARDING & CO	64990000	CSSS shirt order	\$19.99
2019-06-05	WAL-MART #3640	64180000	ELT Meeting refreshments.	\$9.72
2019-06-09	OFFICE DEPOT #416	63990000	NIMS Trainings supplies.	\$18.18
2019-06-09	HYATT REGENCY SAN ANTO	64110000	Hotel reservation for TABSE	\$18.94
2019-06-10	WAL-MART #2993	64180000	Replenish refreshments for CSS workshops.	\$41.19
2019-06-10	UNITED 01624575315473	64130000	Flight expense for Dallas, TX	\$443.60
2019-06-10	FEDEX OFFIC21100021113	63960000	NIMS Training booklets.	\$357.25
2019-06-11	OFFICE DEPOT #416	63960000	NIMS Training copies.	\$9.50
2019-06-11	FEDEX OFFIC21100021113	63960000	Printing for Restorative training.	\$198.00
2019-06-11	H-E-B #687	64180000	Grant Advisory Board Meeting refreshments.	\$15.68
2019-06-12	WAL-MART #3640	64180000	Replenish Refreshments for workshops.	\$51.55
2019-06-13	LOGMEIN*GOTOMEETING	64970000	CSSS webinar subscription fee	\$36.00
2019-06-17	SOUTHWES 5262488678168	64130000	Flight expense for Orlando, FL	\$627.98
2019-06-17	DEMERIS BARBECUE - SHE	64150000	OPS Board lunch meeting.	\$433.35
2019-06-17	ASSOC SUPERV AND CURR	64140000	ASCD conference registration.	\$588.00
2019-06-17	WM SUPERCENTER #3640	64180000	School Safety forum refreshments.	\$21.90
2019-06-18	HILTON DISNEY WORLD	64110000	Hotel reservation for Orlando, FL trip	\$371.23
2019-06-18	HILTON DISNEY WORLD	64110000	Hotel reservation for Orlando, FL trip	\$371.23
2019-06-19	HILTON DISNEY WORLD	64110000	Refund for hotel reservation for Orlando, FL trip	(\$371.23)
2019-06-19	OFFICE DEPOT #416	63990000	Wireless remote for HISD presentation.	\$34.99
2019-06-20	SQU*SQ *DALUNYA LIMO &	64130000	Dalunya limo transportation expense	\$7.55
2019-06-20	SQ *SQ *YELLOW CAB	64130000	Yellow cab transportation expense	\$32.50
2019-06-21	DALLAS DFW TAXI LIMO S	64130000	TAXI FOR SLI Conf. Fort Worth 6/21/19	\$74.00
2019-06-21	SQU*SQ *ARRAMABBAY72@G	64130000	Taxi expense in forth worth	\$56.00
2019-06-21	THEPARKINGSPOT-239RC	64130000	Parking expense	\$22.38
2019-06-24	SQU*SQ *JOEL ALEXIS TR	64130000	Taxi expense in Orlando FL	\$71.76
2019-06-25	WM SUPERCENTER #3640	64180000	Bomb Threat refreshments.	\$32.78

# HCDE Procurement Card Report - July Statement

## 005 - Center for Safe and Secure Schools

2019-06-27	HILTON DISNEY WORLD	64110000	Hotel reservation for Orlando, FL trip	\$742.46
2019-06-27	FEDEX OFFIC21100021113	63960000	Printing for Restorative Practices Training	\$485.35
2019-06-27	MEARSSVC 5764	64130000	Taxi expense in Orlando, FL	\$66.00
2019-06-27	CHEESECAKE MEMORIAL CI	64150000	CSSS division lunch meeting.	\$121.06
2019-06-28	PREFLIGHT - HOUSTON HO	64130000	Airport Parking	\$55.80
2019-07-01	H-E-B #687	64180000	Restorative Training refreshments.	\$34.67
2019-07-02	ALONTI CAFE & CATERING	64150000	Community Connectors lunch meeting	\$254.01
2019-07-02	SHIPLEY DO-NUTS KATY F	64180000	Refreshments for Restorative workshop	\$17.58
2019-07-03	JASON'S DELI TNY 028	64180000	Community Partnership lunch Meeting	\$32.15

**005 - Center for Safe and Secure Schools \$5,403.10**

## 010 - Board of Trustees

2019-06-05	ALONTI CAFE & CATERING	64150000	Catering for Feasibility Committee Workshop	\$200.80
2019-06-11	CTYCLK P RECORDS	64990000	Notice of meetings	\$9.00
2019-06-12	CTYCLK P RECORDS	64990000	Notice of meeting	\$9.00
2019-06-13	CTYCLK P RECORDS	64990000	Notice of meeting	\$9.00
2019-06-13	LA MADELEINE SAWYER HE	64150000	Catering for Budget Workshop	\$294.00
2019-06-19	TST* THE PIT ROOM	64150000	Catering for Monthly Board Meeting	\$263.00

**010 - Board of Trustees \$784.80**

## 011 - Assistant Superintendent-Parker

2019-06-08	TASA AUTHNET	64140000	Registration for Jonathan Parker, UT Summer Conf.	\$275.00
2019-06-17	A.R.H.E.	64140000	Awards Ceremony Reg. for Jonathan Parker	\$175.00
2019-06-21	HYATT REGENCY AUSTIN	64110000	hotel expense for J. Parker, UT Summer Conf	\$817.59
2019-06-22	TASA AUTHNET	64140000	Registration for J. Parker, TASA/TASB Conv.	\$425.00
2019-06-25	HYATT REGENCY AUSTIN	64130000	Parking Expense for Jonathan Parker	\$84.45
2019-06-28	UNITED 01615167288995	64130000	Baggage Fee for Jonathan Parker	\$30.00
2019-06-29	SEAPORT SQUARE GARAGE	64130000	Parking for Jonathan Parker	\$23.00
2019-06-29	PARKING METERS PILOT P	64130000	Parking for Jonathan Parker	\$2.50
2019-06-29	PASSPORT PARKING	64130000	Parking for Jonathan Parker	\$3.50
2019-06-30	VAN NESS GARAGE	64130000	Parking for Jonathan Parker	\$38.00
2019-06-30	LAZ PARKING 550862	64130000	Parking for Jonathan Parker	\$3.00
2019-07-01	LA FAMIGLIA GIORGIOS	64120000	Business Mtg meal, Jonathan Parker/team	\$95.23
2019-07-01	VAN NESS GARAGE	64130000	Parking for Jonathan Parker	\$5.00
2019-07-02	HYATT REGENCY CAMBRIDG	64110000	Hotel fee for Jonathan Parker	\$919.48
2019-07-02	UNITED 01615176958445	64130000	Baggage fee for Jonathan Parker	\$30.00
2019-07-02	HERTZ RENT-A-CAR	64130000	Car Rental for Jonathan Parker	\$1,331.47

**011 - Assistant Superintendent-Parker \$4,258.22**

### HCDE Procurement Card Report - July Statement

**012 - Assistant Superintendent-McLeod**

2019-06-05	WAL-MART #4298	63990000	Split - Supplies E&E DivisionWide Mtg 6/6/19 (48.74%)	\$6.96
2019-06-05	WAL-MART #4298	64180000	Split-Refreshments for E&E DivisionWide Mtg 6/6/19 (51.26%)	\$7.32
2019-06-06	ALONTI CAFE & CATERING	64180000	Refreshments for E&E Division Wide Mtg 6/6/19	\$386.09

**012 - Assistant Superintendent-McLeod \$400.37**

**014 - Alternative Teacher Certification**

2019-06-07	TEOTIHUACAN MEXICAN CA	64150000	business meeting meals - ECA - Lidia Zatopek	\$44.96
2019-06-12	TST* CAFE EXPRESS - DO	64150000	business meeting meals - ECA - Lidia Zatopek	\$87.83
2019-06-20	SERENITY STUDIOS	64990000	misc operating costs - ECA - Lidia Zatopek	\$125.00
2019-06-26	ALICE BLUE	64150000	business meeting meals - ECA - Lidia Zatopek	\$118.80
2019-07-03	CHILDREN AT RISK - MOT	64940000	workshop reg & fees - ECA - Lidia Zatopek	\$50.00

**014 - Alternative Teacher Certification \$426.59**

### HCDE Procurement Card Report - July Statement

**030 - Human Resources**

2019-06-05	IDENTOGO - TX FINGERPR	64980000	Applicant fingerprints	\$49.25
2019-06-06	SHIPLEY YALE	64150001	Department Wide-National Donut Day	\$270.75
2019-06-06	HR CERTIFICATION INSTI	64940000	HRCI Certification Online Training Module	\$700.00
2019-06-07	USPS PO 4801740017	64980000	Certified mail to employee(s)	\$4.30
2019-06-07	POPEYES #1424	64160025	ABS W. Retirement Reception for Coach Tammy Powers	\$200.00
2019-06-08	ZIPRECRUITER, INC.	64960000	Unauthorized Charge will credit account	\$340.05
2019-06-10	NUTRITIONJOBS.COM	64960000	Head Start Job Posting-LNW	\$75.00
2019-06-10	NUTRITIONJOBS.COM	64960000	Head Start Job Posting-LNW (Charged twice)	\$75.00
2019-06-11	USPS PO 4801740017	64980000	Certified mail to employee(s)	\$7.00
2019-06-11	FACEBK *XAG64LW4D2	64960000	Head Start job fair	\$25.00
2019-06-11	TX ACAD NUTRN & DIETCS	64960000	Head Start Job Posting-LNW	\$125.00
2019-06-12	NUTRITIONJOBS.COM	64960000	Head Start Job Posting-LNW (Refund)	(\$75.00)
2019-06-13	ZIPRECRUITER, INC.	64960000	Credit for advertisement not used in May 2019	(\$340.05)
2019-06-13	USPS PO 4801740017	64980000	Certified mail to employee(s)	\$20.50
2019-06-14	IDENTOGO - TX FINGERPR	62990000	Applicant fingerprints	\$49.25
2019-06-17	SAMSCLUB.COM	63990000	Replacement Refrigerator for HR office	\$257.16
2019-06-17	OTC BRANDS, INC.	63990000	Supplies for the office	\$49.90
2019-06-17	USPS PO 4801740017	64980000	Certified mail to employee(s)	\$6.85
2019-06-20	SAMSCLUB.COM	63990000	Partial refund for damaged refrigerator	(\$85.00)
2019-06-20	FACEBK *PY3YDLJ4D2	64960000	Head Start Job Fair Advertisement	\$24.97

2019-06-20	USPS PO 4801740017	64980000	(99.88%) Postage for Employee Letters	\$4.30
2019-06-24	INTERNATIONAL ASSOCIAT	64960000	Advertisement for Safe and Secure Schools	\$350.00
2019-06-24	YOURMEMBERSHIP CAREERS	64960000	Advertisement for position	\$249.00
2019-06-25	IDENTOGO - TX FINGERPR	62990000	Applicant fingerprinting	\$49.25
2019-06-26	USPS PO 4801740017	64980000	Postage for Employee Letters	\$6.85
2019-07-03	IDENTOGO - TX FINGERPR	62990000	Applicant fingerprinting	\$49.25
2019-07-03	USPS PO 4801740017	64980000	Certified mail to employee(s)	\$6.60
<b>030 - Human Resources</b>				<b>\$2,495.18</b>

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## HCDE Procurement Card Report - July Statement

### 050 - Business Support Services

2019-06-05	UNT COMMERCE MANAGER	64970000	GTOT Membership for Investment Policy	\$75.00
2019-06-06	HARVARD*BUSINESS REVIE	63290000	Harvard Business Review Subscription	\$159.80
2019-06-09	SOUTHWES 5262485636684	64130000	Airfare for South Padre Island Training	\$533.96
2019-06-10	UNITED 01624574361045	64130000	Airfare to South Padre - Lower fee	\$290.60
2019-06-10	SOUTHWES 5262485636684	64130000	Ticket Cancellation	(\$533.96)
2019-06-11	INT*IN *ROTARY CLUB OF	64970000	Rotary Dues FY 19-20	\$850.00
2019-06-11	TASA AUTHNET	64140000	TASA Conference Registration	\$275.00
2019-06-12	AICPA *ORDER	64970000	AICPA Membership Fees	\$285.00
2019-06-12	TSCPA	64970000	TxCPA Membership -Houston-	\$644.00
2019-06-14	MCDONALD'S F34372	64180000	Principals Meeting Refreshments	\$16.85
2019-06-15	DEMERIS BARBECUE	64150000	Principal Meeting - Business Meals	\$44.95
2019-06-17	CHICK-FIL-A #02820	64180000	Refreshments- Interview Panel for Accountant Vacant	\$25.99
2019-06-23	TMS*TEXAS ASSOC OF SCH	64140000	UT TASA Conference	\$225.00
2019-06-24	HYATT REGENCY AUSTIN	64110000	Lodging for TASA Conference at Austin Hyatt Hotel	\$409.42
2019-06-26	UNITED 01615162955915	64130000	Luggage Fee -Airline	\$30.00
2019-06-26	DORAS TAXI CAB	64130000	Taxi to the Airport from Brownsville to SPI Conf.	\$75.50
<b>050 - Business Support Services</b>				<b>\$3,407.11</b>

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## HCDE Procurement Card Report - July Statement

### 083 - Facilities Support Services

2019-06-05	STOKES HARDWARE AND SU	63150000	Building supplies for 6300 Irvington	\$126.39
2019-06-05	HARRIS COUNTY TX - SCA	62470000	registration conv fee	\$0.16
2019-06-05	HARRIS COUNTY TX - SCA	62470000	Registration conv fee - 2003 cargo trailer	\$0.16
2019-06-05	HARRIS COUNTY TX - SCA	62470000	Vehicle registration - 2003 Cargo Trailer	\$7.50
2019-06-05	HARRIS COUNTY TX - SCA	62470000	Vehicle registration - 2001 Lawn Trailer	\$7.50
2019-06-06	THE HOME DEPOT #0577	63150000	Building supplies for 6300 Irvington	\$126.86
2019-06-06	LOWES #00097*	63190000	Maintenance supplies - Facilities	\$60.75
2019-06-06	AMZN MKTP US*M619G2181	63990000	Custodial supplies for Facilities	\$119.97

2019-06-06	AMZN MKTP US*M699O6J52	63990000	Kitchen supplies for 6300 Irvington	\$101.88
2019-06-06	THE NATIONAL ALLIANCE	64970000	CSRM Membership dues for R. Vela	\$55.00
2019-06-06	ONE STOP MUFFLER SHOP	62470000	Vehicle inspection - Unit 16	\$7.00
2019-06-06	AMAZON.COM*M618W44X0	63990000	Misc facilities supplies	\$43.96
2019-06-07	HARRIS COUNTY TX - SCA	62470000	Vehicle registration - Unit 16	\$7.50
2019-06-07	THE HOME DEPOT #0577	63990000	Facilities/misc supplies/tools	\$34.94
2019-06-07	LOWES #00681*	63190000	Maintenance supplies - Facilities	\$92.92
2019-06-07	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$48.07
2019-06-07	EXXONMOBIL 48106363	63110000	Vehicle fuel - Facilities	\$60.95
2019-06-07	HARRIS COUNTY TX - SCA	62470000	Registration conv fee - unit 16	\$0.16
2019-06-08	ONE STOP MUFFLER SHOP	62470000	Vehicle inspection - Unit 20	\$25.50
2019-06-08	ONE STOP MUFFLER SHOP	62470000	Vehicle Inspection - Unit 2	\$25.50
2019-06-10	KROGER #743	63990000	Misc kitchen supplies for 6300 Irvington	\$30.54
2019-06-10	GRAINGER	63150000	Building supplies for 6300 Irvington	\$1,734.01
2019-06-11	HARRIS COUNTY TX - SCA	62470000	Registration conv fee - unit 20	\$0.18
2019-06-11	HARRIS COUNTY TX - SCA	62470000	Vehicle registration - Unit 2	\$8.25
2019-06-11	HARRIS COUNTY TX - SCA	62470000	Vehicle registration - unit 20	\$8.25
2019-06-11	HARRIS COUNTY TX - SCA	62470000	Registration conv fee - unit 2	\$0.18
2019-06-11	AMZN MKTP US*M66954E50	63150000	Building supplies - Irvington	\$67.85
2019-06-11	GRAINGER	63150000	Building supplies for 6300 Irvington	\$39.80
2019-06-11	STOKES HARDWARE AND SU	63150000	Building supplies for 6300 Irvington	\$22.98
2019-06-11	UNITED REFRIG BR #83	63150000	Building supplies - NPO/Westview	\$992.26
2019-06-11	FASTSIGNS #12201	63190000	Maintenance supplies - Facilities	\$291.25
2019-06-12	THE HOME DEPOT #0577	63990000	Facilities/Misc supplies	\$16.94
2019-06-12	UNITED REFRIG BR #83	63150000	Building supplies - NPO/Westview	\$425.00
2019-06-12	AMZN MKTP US*M67233H11	63990000	New mail slot holder for 6300	\$182.94
2019-06-12	PEPBOYS STORE 239	63170000	Shop parts - Facilities	\$145.00
2019-06-12	GRAINGER	63150000	Building supplies for 6300 Irvington	\$335.28
2019-06-12	INT*IN *GUARDIAN FACIL	63190000	Maintenance supplies - Facilities	\$250.00
2019-06-12	LOWES #00681*	63190000	Maintenance supplies - Facilities	\$30.80
2019-06-12	GRAINGER	63190000	Maintenance supplies - Facilities	\$193.72
2019-06-12	CE HOUSTON SE	63150000	Building supplies - NPO/Westview	\$1,414.40
2019-06-13	THE HOME DEPOT #6985	63190000	Maintenance supplies - Facilities	\$48.86
2019-06-13	FASTSIGNS #12201	63190000	Maintenance supplies - Facilities	\$26.00

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## HCDE Procurement Card Report - July Statement

### 083 - Facilities Support Services

2019-06-13	CE HOUSTON	63150000	Buildings supplies - NPO/Westview	\$104.60
2019-06-13	CE HOUSTON	63150000	Building supplies - NPO/Westview	\$1,034.00
2019-06-13	SAME DAY SIGNS	63190000	Maintenance supplies - Facilities	\$187.50
2019-06-13	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$27.94
2019-06-14	STOKES HARDWARE AND SU	63150000	Building supplies - 6300 Irvington	\$3.49
2019-06-14	UNITED REFRIG BR #83	63150000	Building supplies - NPO/Westview	\$54.34
2019-06-14	UNITED REFRIG BR #83	63150000	Building supplies - NPO/Westview	\$850.00



2019-06-14	FEDEX OFFIC21100021113	63960000	PFC Board Books	\$303.45
2019-06-14	PEPBOYS STORE 239	63170000	Shop parts - Facilities	\$421.19
2019-06-17	THE HOME DEPOT #0577	63990000	Misc supplies for the Facilities Division	\$27.88
2019-06-17	FEDEX OFFIC21100021113	63190000	Maintenance supplies - Facilities	\$75.00
2019-06-17	AMZN MKTP US*M64UV2KZ1	63190000	Maintenance supplies - Facilities	\$540.00
2019-06-17	UNITED REFRIG BR #83	63190000	Split - Maintenance supplies - Facilities (4.82%)	\$25.14
2019-06-18	TURNER'S HARDWARE	63190000	Maintenance supplies - Facilities	\$1.89
2019-06-18	GRAINGER	63150000	Building supplies for 6300 Irvington	\$182.40
2019-06-18	JOHNSON SUPPLY STONEY	63190000	Maintenance supplies - Facilities	\$94.29
2019-06-19	AMZN MKTP US*M611V18T0	63990000	Custodial supplies for NPO	\$45.13
2019-06-19	OREILLY AUTO #0404	63170000	Shop parts - Facilities	\$84.34
2019-06-19	PEPBOYS STORE 239	63170000	Vehicle parts - unit 7	\$57.46
2019-06-19	THE HOME DEPOT #6985	63150000	Building supplies - NPO/Westview	\$5.96
2019-06-19	H.L. FLAKE COMPANY	63190000	Maintenance supplies - Facilities	\$103.74
2019-06-19	DELTA BY MARRIOTT ALLE	64110000	Summer TASBO 2019	\$539.01
2019-06-19	UNITED REFRIG BR #83	63190000	Maintenance supplies - Facilities	\$645.34
2019-06-19	AMZN MKTP US*M60JE4UR1	63990000	Phone charger for R. Vela	\$14.99
2019-06-20	PIZZA HUT #27168	64150000	Dinner for employees who worked a late meeting	\$31.03
2019-06-20	JOHNSON SUPPLY N SHE	63150000	Building supplies for 6300 Irvington	\$120.73
2019-06-20	JOHNSTONE SUPPLY OF HO	63190000	Maintenance supplies - Facilities	\$218.32
2019-06-20	GRAINGER	63150000	Building supplies - NPO/Westview	\$1,791.54
2019-06-20	AMZN MKTP US*M63VO9RV1	63190000	Maintenance supplies - Facilities	\$51.94
2019-06-21	GRAINGER	63150000	Building supplies for 6300 Irvington	(\$182.40)
2019-06-21	ADI-HU	63190000	Maintenance supplies - Facilities	\$306.99
2019-06-21	JOHNSON SUPPLY N SHE	63190000	Maintenance supplies - Facilities	\$646.33
2019-06-21	JOHNSON SUPPLY PASADEN	63190000	Maintenance supplies - Facilities	\$374.89
2019-06-21	UNITED REFRIG BR #83	63190000	Maintenance supplies - Facilities	\$425.00
2019-06-21	GRAINGER	63150000	Building supplies for 6300 Irvington	\$120.30
2019-06-22	ADI-HU	63190000	Return - Facilities	(\$143.99)
2019-06-22	ADI-HU	63190000	Maintenance supplies - Facilities	\$450.98
2019-06-22	AN FORD GULF FREEWAY	63170000	Vehicle parts - unit 33	\$47.50
2019-06-24	JOHNSON SUPPLY STONEY	63190000	Maintenance supplies - Facilities	\$62.86
2019-06-25	THE HOME DEPOT #0577	63150000	Building supplies for 6300 Irvington	\$119.00
2019-06-25	THE HOME DEPOT #0577	63190000	Misc maintenance supplies	\$161.46

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## HCDE Procurement Card Report - July Statement

### 083 - Facilities Support Services

2019-06-25	GRAINGER	63150000	Building supplies for 6300 Irvington	\$175.44
2019-06-25	HOUSTON PERMITTING CTR	64920000	Split - Permits - Facilities (33.33%)	\$262.68
2019-06-25	HOUSTON PERMITTING CTR	64920000	Split - Permits - 6300 Irvington (18.51%)	\$145.90
2019-06-25	THE HOME DEPOT #6806	63150000	Building supplies - Irvington	\$58.37
2019-06-25	GRAINGER	63150000	Building supplies for 6300 Irvington	\$39.51

2019-06-25	AMAZON.COM*MH0937LM1	63990000	Misc restroom supplies for 6300 Irvington	\$28.76
2019-06-26	AMAZON.COM*MH2KZ9ZS1	63990000	Misc restroom supplies for 6300	\$30.98
2019-06-26	ONE STOP MUFFLER SHOP	63170000	Vehicle inspection - Unit 7	\$25.50
2019-06-26	ONE STOP MUFFLER SHOP	62470000	Vehicle inspection - Unit 43	\$25.50
2019-06-27	ACE ELECTRONICS	63190000	Maintenance supplies - Facilities	\$23.42
2019-06-27	HARRIS COUNTY TX - SCA	62470000	Registration conv fee - unit 43	\$0.18
2019-06-27	HARRIS COUNTY TX - SCA	62470000	Registration conv fee - unit #7	\$0.18
2019-06-27	APG LP	63170000	Vehicle parts - Unit 16	\$17.00
2019-06-27	CONTINENTAL BATTERY 12	63150000	Building supplies - NPO	\$460.00
2019-06-27	PEPBOYS STORE 239	63150000	Building supplies - NPO	\$7.84
2019-06-27	HARRIS COUNTY TX - SCA	62470000	Vehicle registration - Unit 43	\$8.25
2019-06-27	HARRIS COUNTY TX - SCA	62470000	Vehicle registration - Unit 7	\$8.25
2019-06-27	AMZN MKTP US*M62UH7WU0	63990000	Clothes Hanger for the tablecloths @ 6300	\$38.87
2019-06-28	THE HOME DEPOT #6985	63190000	Maintenance supplies - Facilities	\$4.72
2019-06-28	FASTSIGNS #12201	63190000	Maintenance supplies - Facilities	\$26.00
2019-06-28	ONE STOP MUFFLER SHOP	62470000	Vehicle inspection - 2008 Trailer	\$7.00
2019-06-29	ONE STOP MUFFLER SHOP	62470000	Vehicle inspection - 2007 Pace Trailer	\$7.00
2019-06-30	AMZN MKTP US*MH6SW6CF0	63990000	Misc office supplies for 6300 Irvington	\$10.99
2019-06-30	AMZN MKTP US*MH2QB5CG0	63990000	Date Stamp for 6300 Front Desk	\$24.95
2019-07-02	H.L. FLAKE COMPANY	63190000	Maintenance supplies - Facilities	\$387.00
2019-07-02	THE HOME DEPOT #0577	63150000	Building supplies for 6300 Irvington	\$14.48
2019-07-02	HARRIS COUNTY TX - SCA	62470000	Vehicle registration - 2007 pace trailer	\$7.50
2019-07-02	HARRIS COUNTY TX - SCA	62470000	Registration conv fee - 2008 trailer	\$0.16
2019-07-02	HARRIS COUNTY TX - SCA	62470000	Registration conv fee - 2007 pace trailer	\$0.16
2019-07-02	HARRIS COUNTY TX - SCA	62470000	Vehicle registration - 2008 Trailer	\$7.50
2019-07-02	THE HOME DEPOT #0569	63190000	Maintenance supplies - Facilities	\$29.96
2019-07-03	STOKES HARDWARE AND SU	63150000	Building supplies for 6300 Irvington	\$52.29
2019-07-03	HOMEDEPOT.COM	63150000	Building supplies for 6300 Irvington	\$119.98
2019-07-03	FP MAILING SOLUTIONS	64980000	Postage for the meter @ 6300 Irvington	\$309.50

**083 - Facilities Support Services \$19,614.54**

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### 084 - Facilities Operations

2019-06-04	THE HOME DEPOT #6558	63150000	Building supplies - ABC west	\$34.25
2019-06-04	THE HOME DEPOT #6558	63150000	Building supplies - ABC West	\$8.97
2019-06-06	THE HOME DEPOT #6828	63150000	Building supplies - Fortis	\$1.36
2019-06-06	PPG PAINTS 9608	63150000	Building supplies - Highpoint East	\$80.05
2019-06-06	PPG PAINTS 9621	63150000	Building supplies - Highpoint East	\$96.03
2019-06-07	THE HOME DEPOT #6558	63150000	Building supplies - ABS West	\$8.97
2019-06-13	THE HOME DEPOT #6510	63150000	Building Supplies - Fortis	\$109.96
2019-06-13	THE HOME DEPOT #6806	63150000	Building supplies - Highpoint East	\$5.60
2019-06-17	THE HOME DEPOT #6509	63150000	Building supplies - ABS East	\$12.56
2019-06-17	UNITED REFRIG BR #83	63150000	Split - Building Supplies - ABS West (95.18%)	\$496.00
2019-06-18	THE HOME DEPOT #6509	63150000	Building supplies - ABS East	\$53.93
2019-06-18	THE HOME DEPOT #6558	63150000	Building Supplies - ABS West	\$46.95
2019-06-19	THE HOME DEPOT #6507	63150000	Building supplies - Highpoint East	\$35.21

2019-06-19	UNITED REFRIG BR #83	63150000	Buildings Supplies - Fortis	\$30.63
2019-06-20	JOHNSTONE SUPPLY OF HO	63150000	Building supplies - Highpoint East	\$74.47
2019-06-21	JOHNSON SUPPLY PASADEN	63150000	Building supplies - Highpoint East	\$374.89
2019-06-21	HUNTON DISTRIBUTION	63150000	Building supplies - Highpoint East	\$284.49
2019-06-24	UNITED REFRIG BR #83	63150000	Building supplies - HP East	\$218.20
2019-06-24	SHERWIN WILLIAMS 70745	63150000	Building supplies - Highpoint East	\$233.40
2019-06-25	HOUSTON PERMITTING CTR	64920000	Split - Permits - ABC West (48.15%)	\$379.43
2019-06-25	THE HOME DEPOT 577	63150000	Building supplies - ABS West	\$83.28
2019-06-27	PPG PAINTS 9621	63150000	Building supplies - HP East	\$148.92
2019-06-28	THE HOME DEPOT #0566	63150000	Building Supplies - ABS West	\$4.86
2019-07-01	JOHNSON SUPPLY STONEY	63150000	Building supplies - ABS West	\$58.12
2019-07-01	LOWES #01145*	63150000	Building supplies - Highpoint East	\$7.58
2019-07-02	UNITED REFRIG BR #83	63150000	Building supplies - Science Lab	\$60.60
			<b>084 - Facilities Operations</b>	<b>\$2,948.71</b>

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### 089 - Choice Facility Partners

2019-06-11	AMERICAN TRADESHOW SER	63990000	TASBO Mobile Plus Device participant interaction	\$453.57
2019-06-12	BUTLER BUSINESS PRODUC	63990000	General office supplies for CP	\$85.99
2019-06-12	BUTLER BUSINESS PRODUC	63990000	A charge was made in error by the vendor.	\$1.00
2019-06-13	RS *MEANS	64990000	Unit Price Book yearly subscription	\$2,008.99
2019-06-13	HUBSPOT INC.	64940000	Split - HubSpot Training For Frederick Coppola (55.56%)	\$500.00
2019-06-13	HUBSPOT INC.	64940000	Split - HubSpot Subscription for CRM usage, CP (44.44%)	\$400.00
2019-06-17	PILOT 00010280	64130000	Gas receipt for TASBO Conference	\$18.01
2019-06-18	EXXONMOBIL 98808322	64130000	Gas for TASBO Conference	\$22.40
2019-06-19	SHELL OIL 575416916QPS	64130000	GAS REFILL FOR RENTAL CAR RETURN (SUMMER TASBO)	\$23.71
2019-06-19	DELTA BY MARRIOTT ALLE	64110000	HOTEL FOR SUMMER TASBO (ALLEN, TX)	\$510.39
2019-06-19	RACETRAC 236 00002360	64130000	GAS REFILL FOR RETURN TO HOUSTON (SUMMER TASBO)	\$25.49
2019-06-19	BUDGET RENT-A-CAR	64130000	RENTAL CAR FOR SUMMER TASBO (ALLEN, TX)	\$163.42
2019-06-19	ENTERPRISE RENT-A-CAR	64130000	Car rental for TASBO Conference	\$163.23
2019-06-19	COURTYARD BY MARRIOTT	64110000	Hotel for TASBO Conference	\$135.60
2019-06-27	HILTON GARDEN INN	64110000	Hotel for ISM Conference	\$222.30
2019-06-27	HILTON GARDEN INN	64110000	Hotel for ISM Conference	\$2.17
2019-06-29	HILTON GARDEN INN	64110000	Hotel for ISM Conference	\$444.60
2019-07-02	TASBO	64140000	TASBO Operations & Facility Masters Conf Reg	\$225.00
			<b>089 - Choice Facility Partners</b>	<b>\$5,405.87</b>

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## HCDE Procurement Card Report - July Statement

### 089 - Choice Partners

2019-06-05	RIO GRANDE VALLEY PURC	62650000	2019 ISM RGV Summer Session - Exhibitor Space Only	\$600.00
2019-06-06	INT*IN *COLOR ONE SYST	63960000	Choice Partners Department Business Cards	\$364.00

2019-06-11	NATIONAL INSITUTE OF G	64140000	NIGP Conference Registration - SKendrick	\$745.00
2019-06-11	BUC-EE'S #16	64130000	Gas for rental car during CTO Conference	\$18.89
2019-06-13	ENTERPRISE RENT-A-CAR	64130000	Rental car for CTO Conference	\$245.60
2019-06-13	EXXONMOBIL 48197511	64130000	Gas for car rental to CTO Conference	\$23.15
2019-06-15	OMNI CORPUS CHRISTI	64110000	2019 TxPPA Summer Momentum Conference- Omni Hotel	\$434.70
2019-06-15	OMNI CORPUS CHRISTI	64110000	Hotel for TxPPA Conference - SKendrick	\$342.70
2019-06-17	CHICK-FIL-A #02918	64150000	Food for Evaluation Committee, 19/035KD	\$44.50
2019-06-18	EXXONMOBIL 48309561	64130000	Gas for rental during TACCBO Conference	\$26.00
2019-06-19	HILTON GARDEN INN	64110000	Hotel for TASBO Conference - SKendrick	\$325.44
2019-06-19	WWW.TXPPA.ORG	64140000	2019 TxPPA Summer Momentum Conf. - J.Drury	\$500.00
2019-06-19	HILTON GARDEN INN	64110000	2019 TASBO Summer Conference- Hilton Garden Inn	\$476.45
2019-06-21	ENTERPRISE RENT-A-CAR	64130000	Rental car for TACCBO Conference	\$338.45
2019-06-21	SHELL OIL 910025438QPS	64130000	Gas for rental car during TACCBO Conference	\$10.06
2019-06-22	MARRIOTT S ANTONIO RVR	64110000	Lodging for TACCBO Conference	\$916.29
2019-06-23	ENTERPRISE CAR TOLLS	64130000	Toll charge for CTO Conference	\$4.82
2019-06-24	VOGUE CLEANERS & ALTER	64990000	Dry Cleaning for CP Conference/Events Tablecloths	\$130.58
2019-06-26	GAYLORD TEXAN FRONT DE	64110000	Wachs' hotel for CP TASN Conference, 1st night.	\$234.52
2019-06-26	ENTERPRISE RENT-A-CAR	64130000	Wachs' rent car for CP TASN conference.	\$442.09
2019-06-27	GAYLORD TEXAN FRONT DE	64110000	Wachs' hotel room for TASN conf, 2nd night	\$317.90
2019-06-28	ENTERPRISE CAR TOLLS	64130000	Toll charge for TACCBO Conference	\$9.20
2019-06-28	ENTERPRISE CAR TOLLS	64130000	Toll Charge for CTO Conference	\$17.29
2019-07-03	ENTERPRISE CAR TOLLS	64130000	Toll Charge fro CTO Conference	\$1.49

**089 - Choice Partners \$6,569.12**

**090 - Technology Support Services**

2019-06-06	AMZN MKTP US*M61499F80	63990000	Supplies	\$110.98
2019-06-07	AMZN MKTP US*M67BJ4AN2	63990000	Supplies	\$89.95
2019-06-13	BEST WESTERN PLUS GEOR	64110000	Lodging for CoSN training for T. Davis	\$325.43
2019-06-14	BEST BUY 00002162	63990000	Supply Item - laptop bag for new laptop	\$47.99
2019-06-17	COSN	64140000	CoSN Training for T. Davis	\$699.00
2019-06-24	AMZN MKTP US*M68349IF2	63990000	Supplies	\$14.28
2019-06-26	AMZN MKTP US*M64482U40	63990000	Supplies	\$66.23

**090 - Technology Support Services \$1,353.86**

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**092 - Marketing Services**

2019-06-05	NEW YORK PIZZERIA	64180000	Meeting with Client Engagement Group.	\$65.60
2019-06-09	FACEBK *TFDXQKES32	64960004	Advertising with Facebook	\$606.00

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2019-06-11	INT*IN *COLOR ONE SYST	63960000	HCDE REI/Restorative Practices Books	\$400.00
2019-06-13	OFFICE DEPOT #20	64990000	Wachs' travel charging cord for office cell phone.	\$9.99
2019-06-19	FACEBK *BB6C6LAT32	64960004	Advertising with Facebook	\$600.00
2019-06-20	HUBSPOT INC.	64940000	HubSpot Training:Marketing Fundamentals-Nick Coven	\$1,000.00
2019-06-20	FORMSTACK, LLC	64990000	Yearly-Subscription for Client Engagement	\$990.00
2019-06-20	AMERICAN MARKETING ASS	64940000	AMA registration for Frederick Coppola	\$45.00
2019-06-20	AMERICAN MARKETING ASS	64940000	AMA registration for Nick Covenas	\$35.00
2019-06-21	FORMSTACK, LLC	64990000	Original Purchase \$990.00 (credited \$198.00 Sub)	(\$198.00)
2019-06-25	FACEBK *L8KW9LET32	64960004	Advertising with Facebook	\$389.64
2019-06-26	INT*IN *COLOR ONE SYST	63960000	Printing materials for Client Engagement	\$62.00
2019-06-26	VERSA CREATIVE	64960004	Advertising/Print-see attachment	\$766.88

**092 - Marketing Services \$4,772.11**

**093 - Chief Information Officer**

2019-06-06	HOUSTON CHRONICLE CIRC	63290000	Monthly Subscription for D. Clark	\$16.00
2019-07-04	HOUSTON CHRONICLE CIRC	63290000	Monthly Subscription for D. Clark	\$16.00

**093 - Chief Information Officer \$32.00**

**094 - External Relations**

2019-06-20	HOUSTON CHRONICLE CIRC	63290000	Reading materials	\$14.00
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**094 - External Relations \$14.00**

**098 - Department Wide**

2019-07-02	HOUSTON ZOO- FINANCE	62990000	Contracted services	\$750.00
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**098 - Department Wide \$750.00**

**111 - Therapy Services**

2019-06-12	DOUBLETREE AUSTIN	64130000	Austin NELI Conference Hotel-C.Crabb	\$435.00
2019-06-21	EIG*CONSTANTCONTACT.C	64130000	Marketing Email Blast	\$45.00

**111 - Therapy Services \$480.00**

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**HCDE Procurement Card Report - July Statement**

**131 - ABC East**

2019-06-05	USPS PO 4801240047	64980000	ABSE Certified postage mail to parents	\$83.20
2019-06-06	USPS PO 4868450501	64980000	Postage-Mail out restraint report to parent	\$2.15
2019-06-06	OFFICE DEPOT #482	63990000	General Materials & Supplies-Paper for ABSEast	\$79.98
2019-06-10	USPS PO 4868450501	64980000	Postage-Mail out restraint reports to Parents	\$12.45
2019-06-11	USPS PO 4801240047	64980000	ABSE postage to parent certified mail	\$4.30
2019-06-17	USPS PO 4801740017	64980000	ABSE postage expenses for certified mail to parent	\$4.15
2019-06-19	USPS PO 4801740017	64980000	ABSE postage expenses, certified mail to parent	\$4.30
2019-06-20	USPS PO 4801240047	64980000	ABSE postage expense certified mail to parent	\$4.55
2019-06-26	H-E-B #540	63980000	Classroom Food-Items for	\$101.44

2019-07-01	WAL-MART #0194	63980000	Domestic Skills Classroom Split - Classroom Food-Domestic Skills Class (56.11%)	\$136.61
2019-07-01	WAL-MART #0194	63990000	Split -General Supplies-Items for Domestic Class (43.89%)	\$106.84
2019-07-02	USPS PO 4801740017	64980000	ABSE postage certified mail to parent	\$28.03
2019-07-03	USPS PO 4806000521	64980000	Postage-Mail out restraint reports to parents	\$4.15

**131 - ABC East      \$572.15**

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### 132 - ABC West

2019-06-05	SAMS CLUB #4769	63980000	Food for Classroom for students	\$137.94
2019-06-05	SAMS CLUB #4769	63990000	General Supplies	\$44.38
2019-06-05	SAMS CLUB #4769	64160000	ABS West Graduation for students	\$18.98
2019-06-05	SAMSCLUB #4769	64160000	ABS West Graduation for students	\$44.94
2019-06-05	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$27.40
2019-06-05	SAMS CLUB #4769	63980000	Food for Classroom for students	\$36.58
2019-06-05	SAMS CLUB #4769	64990000	Boys Town Trading Store/Rewards for students	\$44.94
2019-06-06	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$6.85
2019-06-06	OFFICE DEPOT #17	63990000	General Supplies for the Staff	\$173.97
2019-06-10	LIBERTY OFFICE PROD	63990000	General Supplies for the Staff	\$98.97
2019-06-10	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$34.25
2019-06-11	WM SUPERCENTER #2066	63990000	General Supplies	\$29.97
2019-06-11	MICHAELS STORES 1683	64990000	ABS West Arts / Crafts for ESY students	\$75.35
2019-06-11	99 CENTS ONLY STORES 2	63980000	Food for Classroom for students	\$21.00
2019-06-11	99 CENTS ONLY STORES 2	64990000	ABS West ESY Arts & Crafts for students	\$93.98
2019-06-11	WM SUPERCENTER #2066	64990000	Boys Town Trading Store / Rewards for students	\$16.94
2019-06-12	SAMS CLUB #4769	63980000	Food for Classroom ESY Food Etiquette for students	\$89.43
2019-06-12	SAMS CLUB #4769	64990000	Boys Town Trading Store / Rewards for students	\$162.30
2019-06-12	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$27.40
2019-06-17	MICHAELS STORES 1683	64990000	ABS West ESY Arts & Crafts for students	\$151.15
2019-06-17	MICHAELS STORES 1683	64990000	ABS West ESY Arts & Crafts for students	\$132.82
2019-06-17	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$34.55
2019-06-19	CHEVRON 0307457	63110000	ABS West Van Fill up	\$67.01
2019-06-19	WM SUPERCENTER #2066	63990000	General Supplies	\$3.94
2019-06-19	WM SUPERCENTER #2066	63980000	Food for Classroom for students	\$77.70
2019-06-19	USPS PO 4803790066	64980000	ABS West Postage	\$20.55
2019-06-19	WAL-MART #2066	63980000	ABS West ESY Food Etiquette for students	\$236.67
2019-06-20	OFFICE DEPOT #2195	63990000	General Supplies for the Front Office	\$100.08

2019-06-20	OFFICE DEPOT #2195	64990000	Instructional Material for the students	\$115.00
2019-06-20	LIBERTY OFFICE PROD	63990000	General Supplies for the Staff	\$350.95
2019-06-20	LIBERTY OFFICE PROD	64990000	Instructional Materials for the Students	\$241.68
2019-06-20	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$20.70
2019-06-24	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$2.00
2019-06-25	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$8.30
2019-06-26	SAMS CLUB #4769	63990000	General Supplies	\$67.84

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## HCDE Procurement Card Report - July Statement

### 132 - ABC West

2019-06-26	SAMS CLUB #4769	64990000	Boys Town Trading Store/ Rewards for students	\$204.74
2019-06-26	SAMS CLUB #4769	63980000	ABS West ESY Food Etiquette for students	\$101.64
2019-06-26	SAMSCLUB #4769	63990000	General Supplies	\$132.31
2019-06-26	SAMSCLUB #4769	64990000	Boys Town Trading Store / Rewards for students	\$166.90
2019-06-26	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$6.00
2019-06-27	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$4.00
2019-07-01	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$2.00
2019-07-02	SAMS CLUB #4769	63980000	ABS West ESY Food Etiquette for students	\$239.08
2019-07-02	SAMS CLUB #4769	63990000	General Supplies	\$11.24
2019-07-02	WM SUPERCENTER #3584	63980000	ABS West ESY Food Etiquette for students	\$6.32
2019-07-02	WM SUPERCENTER #3584	63980000	ABS West ESY Field Trip for students/ SIRE	\$53.67
2019-07-02	SAMSCLUB #4769	63990000	General Supplies	\$76.00
2019-07-02	WAL-MART #2066	64990000	Instructional Material for the students	\$24.00
2019-07-02	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$2.00
2019-07-03	OFFICE DEPOT #2195	63990000	General Supplies for the Front Office	\$11.99
2019-07-03	SAMSCLUB #4769	63980000	ABS West ESY Food Etiquette for students	\$170.58
2019-07-03	USPS PO 4803790066	64980000	Postage Certified mail for the Parents	\$2.00

**132 - ABC West \$4,030.98**

### 190 - Technology Cloud Project

2019-06-05	BUTLER BUSINESS PRODUC	64990000	Incorrect fee charge from Butler - software glitch	\$1.00
2019-06-05	BUTLER BUSINESS PRODUC	63990000	Office supplies - Board for office wall	\$493.07
2019-06-11	BUTLER BUSINESS PRODUC	63990000	Office Supplies	\$189.99
2019-06-15	MARRIOTT S ANTONIO RVR	64110000	Hotel stay Summer Leadership Institute	\$264.60
2019-06-17	INT*IN *COLOR ONE SYST	63960000	Printing of TLC Posters	\$120.00
2019-06-18	HOTELS.COM159994106582	64110000	Hotel Stay Summer Leadership	\$339.00

2019-06-20	HAMPTON INNS	64110000	Institute 6/19/19 Hotel Parking Summer Leadership Institute	\$25.00
2019-06-21	OMNI FORT WORTH HOTEL	64110000	Overnight parking Summer Leadership Institute	\$32.48
2019-06-22	TASA AUTHNET	64140000	TASA/TASB Registration Fee	\$425.00
2019-06-24	OFFICE DEPOT #20	63990000	Office supplies for Digital Learning	\$199.79
2019-06-26	OFFICE DEPOT #20	63990000	Office Supplies	\$74.26
2019-07-02	ADOBE	64970000	Adobe ID account login - access Adobe products	\$10.65
2019-07-04	AMZN MKTP US*MH1EN8ND0	63990000	General Supplies for DEI	\$23.20
			<b>190 - Technology Cloud Project</b>	<b>\$2,198.04</b>

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## HCDE Procurement Card Report - July Statement

### 201 - Adult Education

2019-06-13	BREWINGZ - SILBER RD O	64180000	Staff Meeting - New Program Year	\$80.00
2019-06-17	EXPEDIA 7444799409670	64110000	Omni Austin Hotel CASAS	\$196.65
2019-06-20	TALKTOTHMGR	63970000	Software purchase for the classroom	\$69.00
2019-06-21	SCRIBBLAR.COM	63970000	Software purchase for the classroom	\$69.00
2019-06-24	NCS*GED EXAM	64140021	Reg. Fee for M. O'Brien to attend NCS GED Conf.	\$485.00
2019-06-25	BC.BASECAMP 3 3967430	63970000	Software purchase for the classroom	\$96.34

**201 - Adult Education \$995.99**

### 302 - ISS-Math

2019-06-04	OFFICE DEPOT #2809	63990000	Credit on Yellow Toner Cartridge	(\$296.89)
2019-06-04	OFFICE DEPOT #2809	63990000	Office supplies for Math	\$495.00
2019-06-05	OFFICE DEPOT #2809	63990000	Office supplies for math	\$58.69
2019-06-05	OFFICE DEPOT #1127	63990000	Magenta Toner Cartridge	\$296.89
2019-06-06	WALMART.COM	64990000	Credit Hefty Slider Jumbo Bags returned	(\$59.60)
2019-06-12	WM SUPERCENTER #768	64990000	Misc. supplies for Workstation M&T Gr. 3 Lamar CISD	\$48.69
2019-06-17	WM SUPERCENTER #5959	64990000	Misc. supplies for Workstation M&T Gr5 Lamar CISD	\$86.42
2019-06-17	OFFICE DEPOT #2809	63990000	Office supplies for Math	\$19.10
2019-06-17	WM SUPERCENTER #5959	63990000	Office supplies for Math	\$55.06
2019-06-17	AMAZON.COM*M684A7KM1	63990000	Office supplies for math	\$117.24
2019-06-18	WAL-MART #0768	64990000	Misc. supplies Workstation M&T Gr3 Lamar CISD	\$101.86
2019-06-20	ALONTI CAFE & CATERING	64180000	Lunch for participants for Financial Mathematics	\$128.75
2019-06-20	ALONTI CAFE & CATERING	64180000	Refreshments Financial Mathematics ws	\$120.33
2019-06-24	OFFICE DEPOT #2809	63990000	General supplies Workstation Lamar CISD ws	\$60.43
2019-06-24	WM SUPERCENTER #1409	64990000	Misc. supplies Math ws Lamar CISD	\$97.60
2019-06-26	WALMART.COM	63990000	General Supplies for math	\$37.08
2019-06-26	AMZN MKTP US*M66OZ8IY0	63990000	General Supplies Lamar CISD Workstation ws	\$100.49
2019-06-27	DOLLAR TREE, INC.	64990000	Misc. supplies for Workstation ws Lamar CISD	\$120.00



				<b>302 - ISS-Math</b>	<b>\$1,587.14</b>
<b>303 - ISS-Science</b>					
2019-06-09	AMZN MKTP US*M69H08X71	63990000		Office supplies for Science Teaching Industry ws	\$61.30
2019-06-28	SKS BOTTLE&PACKAGING I	64990000		Misc. supplies Science Teaching Industry ws	\$152.64
				<b>303 - ISS-Science</b>	<b>\$213.94</b>
<b>304 - ISS-Bilingual</b>					
2019-06-24	OFFICE DEPOT #2809	63990000		USB Adapter, erasers, dry erase markers, note pads	\$74.61
2019-06-27	ASSOC SUPERV AND CURR	64970000		Membership fee for ASCD.	\$89.00
				<b>304 - ISS-Bilingual</b>	<b>\$163.61</b>

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### HCDE Procurement Card Report - July Statement

<b>307 - ISS-English Language Arts</b>					
2019-06-05	DEMERIS BARBECUE - SHE	64150000		Lunch provided for Penny Kittle TLC workshop.	\$788.74
2019-06-11	SCHOLASTIC EDUCATION	63910000		Book (Every Child a Super Reader) for workshop.	\$959.60
2019-06-12	WAL-MART #0522	64180000		Breakfast bars for TLC workshops.	\$169.72
2019-06-13	JASON'S DELI TNY 028	64150000		Lunch provided for TLC summer workshop.	\$262.00
2019-06-13	AMAZON.COM*M641G4M82	63290000		Books for TLC ELA Director.	\$52.75
2019-06-13	AMAZON.COM*M63PM7QW1	63290000		Books for TLC ELA Director.	\$20.47
2019-06-15	AMAZON.COM*M62195D21	63290000		Books for ELA TLC Director.	\$29.60
2019-06-15	BLUE WILLOW BOOKSHOP H	63910000		Book (Bad Blood) for ELA workshop.	\$237.72
2019-06-17	BUTLER BUSINESS PRODUC	63990000		Incorrect fee charge from Butler, software glitch.	\$1.00
2019-06-19	BUTLER BUSINESS PRODUC	63990000		Incorrect fee charge from Butler, software glitch.	\$1.00
2019-06-19	BUTLER BUSINESS PRODUC	63990000		Padded envelopes, Labels, Cardstock Paper	\$229.02
2019-06-24	BUTLER BUSINESS PRODUC	63990000		Large Pencil Boxes for TLC workshops.	\$145.25
2019-07-01	WM SUPERCENTER #849	63990000		Post-It tabs, batteries for TLC ELA director.	\$31.50
2019-07-01	OFFICE DEPOT #2093	63990000		Highlighters for ELA workshop supply boxes.	\$11.94
				<b>307 - ISS-English Language Arts</b>	<b>\$2,940.31</b>

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### HCDE Procurement Card Report - July Statement

<b>312 - Scholastic Arts Program</b>					
2019-06-05	UBER TRIP	64130000		Transportation at National Scholastic Awards	\$19.83
2019-06-05	UBER TRIP	64130000		Transportation at National Scholastic Awards	\$29.71
2019-06-05	UBER TRIP	64130000		Transportation at National Scholastic Awards	\$30.22
2019-06-05	UBER TRIP	64130000		Transportation at National Scholastic Awards	\$28.42
2019-06-05	UBER TRIP	64130000		Transportation at National Scholastic Awards	\$29.72

2019-06-05	MTA*METROCARD MACHINE	64130000	Scholastic Awards	
			Transportation at National Scholastic Awards	\$10.00
2019-06-05	MTA*METROCARD MACHINE	64130000	Transportation at National Scholastic Awards	\$10.00
2019-06-06	MTA*METROCARD MACHINE	64130000	Transportation at National Scholastic Awards	\$11.00
2019-06-06	UBER TRIP	64130000	Transportation at National Scholastic Awards	\$14.46
2019-06-06	UBER TRIP	64130000	Transportation at National Scholastic Awards	\$19.95
2019-06-07	MTA*METROCARD MACHINE	64130000	Transportation at National Scholastic Awards	\$22.00
2019-06-08	HOU PARKING GARAGE	64130000	Parking for Scholastic National Awards Program	\$120.00
2019-06-08	UBER TRIP	64130000	Transportation at Scholastic National Awards	\$85.87
2019-06-08	THE ROOSEVELT HOTEL	64110000	Hotel at National Scholastic Awards	\$1,207.44
2019-06-21	CANVA* PRO YEARLY	64970000	Annual Subscription Fee for Canva*Pro	\$119.40
2019-06-27	ALONTI CAFE & CATERING	64150000	Lunch Scholastic Awards Advisory Council 6/27	\$189.72
			<b>312 - Scholastic Arts Program</b>	<b>\$1,947.74</b>

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## HCDE Procurement Card Report - July Statement

### 501 - Special Schools

2019-06-05	LOLA	64150000	Expenses for business meeting meal	\$26.52
2019-06-05	CHEDDAR'S 0202043	64150000	Expenses for business meeting.	\$52.75
2019-06-09	FAMILY DOLLAR #1389	63990000	Expenses by accident	\$12.45
2019-06-13	COH PARKING METERS	64170000	Expenses for metered parking at Univ of Houston	\$2.15
2019-06-18	A.R.H.E.	64140000	Employee Travel-Registration ARHE-Mays Conference	\$175.00
2019-06-20	SAMS CLUB #6367	64180000	Expenses for Team Planning-Principals Meeting	\$208.62
2019-06-21	DENNY'S #9383	64150000	Expenses for business meeting - Mays	\$35.64
2019-06-23	BEAVER RUN RESORT	64110000	Expenses for Lodging-Love & Logic Training-Mays	\$277.12
2019-06-25	UNITED 01615162090821	64130000	Expenses for Employee Travel-ARHE	\$119.00
2019-06-25	UNITED 01615162090982	64130000	Expenses for Employee Travel-ARHE	\$200.00
2019-06-25	TOWN OF BRECKENRIDGE P	64130000	Employee Travel Transportation Love & Logic-Mays	\$1.50
2019-06-26	UNITED 01624599893265	64130000	Employee Travel ARHE- Mays	\$316.00
2019-06-26	UNITED 01629264471391	64130000	Employee Travel Refund-Mays	(\$99.00)
2019-06-26	UNITED 01629264471402	64130000	Employee Travel Refund-Mays	(\$132.00)
2019-06-26	ENTERPRISE RENT-A-CAR	64130000	Rental car expense for Anthony Mays	\$222.15
2019-06-27	BOUDREAUX'S-GULFGATE	64150000	Expenses for business meeting	\$30.29
2019-06-29	UBER TRIP	64130000	Expenses Travel Transportation-ARHE Mays	\$5.00
2019-06-29	UBER TRIP	64130000	Expenses Employee Travel-ARHE-Mays	\$21.32
2019-07-01	TCASE	64970000	Membership renewal for Brenda	\$125.00

2019-07-01	TCASE	64140000	Mullins, TCASE Registration expenses for Brenda Mullins to TCASE	\$545.00
2019-07-01	CCI*HOTEL RESERVATION	64110000	Hotel expenses for Brenda Mullins, TCASE	\$700.77
2019-07-01	HOTELBOOKINGSERVFEE	64110000	Hotel expenses Embassy Suite Brenda Mullins	\$7.99
2019-07-02	HYATT REGENCY CAMBRIDG	64110000	Expenses for Travel Lodging-ARHE - Mays	\$819.48
2019-07-02	IAH PARKING AREA C	64130000	Expenses Travel Transportation-ARHE-Mays	\$106.00

**501 - Special Schools      \$3,778.75**

**800 - Fortis Academy**

2019-06-06	DEL MAR BOWLING CENTER	64990004	fees for student's field trip	\$55.96
2019-06-12	DEL MAR BOWLING CENTER	64990004	fees for student's field trip	\$55.96
2019-06-19	KROGER #275	63410000	fees for Cafeteria food (student's)	\$49.14
2019-06-24	SAMS CLUB #8245	63410000	fees for cafeteria food (student's)	\$163.22
2019-06-28	UNITED 01615167358742	64130000	baggage fees for Dr. Moten's trip	\$30.00
2019-07-02	IAH PARKING AREA C	64130000	Parking fees for Dr. Moten's Trip	\$120.00
2019-07-02	UNITED 01615176956359	64130000	baggage fees for Dr. Moten's trip	\$30.00
2019-07-02	HYATT REGENCY CAMBRIDG	64110000	lodging fees for Dr. Moten	\$819.48

**800 - Fortis Academy      \$1,323.76**

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**HCDE Procurement Card Report - July Statement**

**901 - Head Start**

2019-06-06	WALMART.COM	63420000	Non-food items 4 the HS centers' fridges/freezers	\$62.08
2019-06-06	AVIS.COM PREPAY RESERV	64130000	Transportation 4 the Region 1 ECC (46.25%)	\$206.72
2019-06-06	AVIS.COM PREPAY RESERV	64130000	Transportation 4 the Region 1 ECC (53.75%)	\$240.23
2019-06-06	BUC-EE'S #34	63110000	Fuel for the HS Courier's Van	\$41.45
2019-06-06	TEACHSTONE TRAINING	64940000	CLASS Observation Training (97.88%)	\$1,903.42
2019-06-06	TEACHSTONE TRAINING	64940000	CLASS Observation Training (2.12%)	\$41.25
2019-06-07	OASIS NORTHWOOD	63110000	Fuel for the HS Courier's Van	\$35.76
2019-06-10	SHIPLEYS DONUT SHOP 1	64180000	Donuts w/the Director Meeting	\$42.00
2019-06-10	SAMSCLUB.COM	63910000	To replenish diapers and wipes for BEHS/CCP. (60%)	\$431.71
2019-06-10	SAMSCLUB.COM	63910000	To replenish diapers and wipes for BEHS/CC (40%)	\$287.81
2019-06-11	PAYPAL *LOVING GUID	64940000	Online Conscious Discipline Training - THarris	\$495.65
2019-06-11	THE HOME DEPOT #6507	63190000	Maintenance supplies - Baytown	\$9.98
2019-06-12	LOVES TRAVEL S00004192	63110000	Fuel for the HS Courier's Van	\$35.61
2019-06-13	SAMSCLUB #8281	64180000	Baytown Community Sale snacks	\$29.30
2019-06-13	THE HOME DEPOT #0577	63190000	Maintenance supplies - Compton Head Start	\$39.97
2019-06-14	THE HOME DEPOT #0569	63190000	Maintenance supplies - Pugh head start	\$10.98
2019-06-17	SCHLITTERBAHN-SBR HOTE	64110000	J. Stancill room for Early Childhood Conference (61.8%)	\$253.80
2019-06-17	SCHLITTERBAHN-SBR HOTE	64110000	J. Stancill room for Early Childhood Conference (31.34%)	\$128.70

2019-06-17	SCHLITTERBAHN-SBR HOTE	64110000	P.J-Lee & RBurton Lodging Region 1 ECC (92.5%)	\$379.90
2019-06-17	SCHLITTERBAHN-SBR HOTE	64110000	P.J-Lee & RBurton Lodging Region 1 ECC (7.5%)	\$30.80
2019-06-17	SCHLITTERBAHN-SBR HOTE	64110000	YDeLaCruz & LReed Lodging Region 1 ECC (100%)	\$410.70
2019-06-17	LOVES TRAVEL S00004192	63110000	Fuel for the HS Courier's Van	\$35.29
2019-06-17	SCHLITTERBAHN-SBR HOTE	64110000	J. Stancill room for Early Childhood Conference (6.87%)	\$28.20
2019-06-18	GRAINGER	63190000	Maintenance supplies - Barrett Station	\$90.14
2019-06-19	THE HOME DEPOT #6507	63190000	Maintenance supplies - Baytonw EHS	\$14.81
2019-06-19	SCHLITTERBAHN-SBR HOTE	64110000	Credit 4 YDeLaCruz & LReed Lodging Region 1 EC	(\$136.90)
2019-06-19	SCHLITTERBAHN-SBR HOTE	64110000	Credit 4 JStancill Lodging Region 1 ECC (6.87%)	(\$9.40)
2019-06-19	SCHLITTERBAHN-SBR HOTE	64110000	Credit 4 JStancill Lodging Region 1 ECC (61.8%)	(\$84.60)
2019-06-19	SCHLITTERBAHN-SBR HOTE	64110000	Credit 4 JStancill Lodging Region 1 ECC (31.34%)	(\$42.90)
2019-06-19	BUC-EE'S #34	63110000	Fuel for the HS Courier's Van	\$36.27
2019-06-19	H.L. FLAKE COMPANY	63190000	Building supplies - Baytown Headstart	\$30.76
2019-06-19	H.L. FLAKE COMPANY	63190000	Maintenance supplies - Baytown Headstart	\$441.35

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## HCDE Procurement Card Report - July Statement

### 901 - Head Start

2019-06-20	THE HOME DEPOT #1832	63190000	Maintenance supplies - Baytown Head Start	\$5.84
2019-06-20	FACEBK *PY3YDLJ4D2	64960000	Recruitment 4 La Porte & Tidwell HS Advertisement (0.12%)	\$0.03
2019-06-20	AVIS RENT-A-CAR 1	64130000	Rental Car - ECE 2019 Region 1 (39%)	\$66.30
2019-06-20	AVIS RENT-A-CAR 1	64130000	Rental Car - ECE 2019 Region 1 (61%)	\$103.70
2019-06-22	COURTYARD EL PASO EAST	64110000	Room for T. Reliford for THSA Planning Meeting (53.69%)	\$94.00
2019-06-22	COURTYARD EL PASO EAST	64110000	Room for T. Reliford for THSA Planning Meeting (46.31%)	\$81.08
2019-06-24	OASIS NORTHWOOD	63110000	Fuel for the HS Courier's Van	\$36.55
2019-06-25	THE WEBSTAIRANT STORE	63190000	Maintenance supplies - Channelview	\$44.33
2019-06-25	THE HOME DEPOT #0569	63190000	Maintenance supplies - Baytown Headstart	\$39.94
2019-06-26	THE HOME DEPOT #6507	63190000	Maintenance supplies - Baytown Head Start	\$103.76
2019-06-26	SOUTHWES 5262491826303	64130000	THSA Annual Conference - VLPeacock's Flight (90%)	\$451.53
2019-06-26	SOUTHWES 5262491826303	64130000	THSA Annual Conference - VLPeacock's Flight (10%)	\$50.17
2019-06-26	WM SUPERCENTER #1137	63110000	Fuel for the HS Courier's Van	\$38.81
2019-06-26	SOUTHWES 5262491826302	64130000	THSA Annual Conference - NDeAvila's Flight	\$501.70
2019-06-26	SOUTHWES 5262491826300	64130000	THSA Annual Conference - DWashington's Flight	\$501.70

2019-06-26	SOUTHWES	5262491826301	64130000	THSA Annual Conference - LAMartinez's Flight	\$501.70
2019-06-26	SOUTHWES	5262491826299	64130000	THSA Annual Conference - OTReliford's Flight	\$501.70
2019-06-26	SOUTHWES	5262491826298	64130000	THSA Annual Conference - LMPFonseca's Flight	\$501.70
2019-06-26	SOUTHWES	5262491826297	64130000	THSA Annual Conference - MMSalas' Flight	\$501.70
2019-06-26	SOUTHWES	5262491826296	64130000	THSA Annual Conference - AJ Branch's Flight	\$501.70
2019-06-26	SOUTHWES	5262491826295	64130000	THSA Annual Conference - LM Boone's Flight (90%)	\$451.53
2019-06-26	SOUTHWES	5262491826295	64130000	THSA Annual Conference - LM Boone's Flight (10%)	\$50.17
2019-06-26	SOUTHWES	5262491826294	64130000	THSA Annual Conference - M Berry's Flight	\$501.70
2019-06-26	SOUTHWES	5262491826293	64130000	THSA Annual Conference - AGJReyes' Flight	\$501.70
2019-06-26	SOUTHWES	5262491826292	64130000	THSA Annual Conference - MDCGTripician's Flight	\$501.70
2019-06-26	SOUTHWES	5262491826291	64130000	THSA Annual Conference - TPWScott's Flight	\$501.70
2019-06-26	SOUTHWES	5262491826290	64130000	THSA Annual Conference - SJSampson's	\$501.70
2019-06-26	ACT*TEXAS HEAD START A		64140000	Group Registration for HS Staff THSA Conference (98.57%)	\$2,583.54
2019-06-26	ACT*TEXAS HEAD START A		64140000	Group Registration for LBoone & VPeacock THSA Conf (1.43%)	\$37.44

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### 901 - Head Start

2019-06-27	AMERICAN	00123629724956	64130000	ASingleton's Flight- SPLASH 2019 ECE Conference	\$228.59
2019-06-27	AMERICAN	00123629724960	64130000	MGomez's Flight- SPLASH 2019 ECE Conference	\$228.59
2019-06-27	AMERICAN	00123629724971	64130000	CBlake's Flight - SPLASH 2019 ECE Conference	\$228.59
2019-06-27	AMERICAN	00123629724982	64130000	VFranklin's Flight- SPLASH 2019 ECE Conference	\$228.59
2019-06-27	JOHNSON SUPPLY PASADEN		63190000	Maintenance supplies - Channelview	\$28.81
2019-06-27	THE HOME DEPOT #6507		63190000	Maintenance supplies - Baytown	\$24.43
2019-06-27	BARNES&NOBLE.COM-BN		63290000	Training/reading materials for HS Staff	\$196.30
2019-06-27	THAT'S GREAT NEWS		64960000	j	\$218.90
2019-06-28	CITY SUPPLY COMPANY, I		63190000	Maintenance supplies - LaPorte Head Start	\$54.69
2019-06-28	LOWES #01145*		63190000	Maintenance supplies - Tidwell Head Start	\$66.60
2019-07-01	CE HOUSTON		63190000	Maintenance supplies - Channelview HS	\$237.60
2019-07-02	UNITED REFRIG BR #83		63190000	Maintenance supplies - Pugh	\$92.04
2019-07-02	UNITED REFRIG BR #83		63190000	Maintenance supplies - LaPorte	\$236.40
2019-07-02	THE HOME DEPOT #0569		63190000	Maintenance supplies - Barrett Station	\$23.97
2019-07-02	THE HOME DEPOT #0569		63190000	Maintenance supplies - Coolwood	\$143.64
2019-07-02	JOHNSTONE SUPPLY OF HO		63190000	Maintenance supplies - Humble	\$36.53

2019-07-03	TUK 5 WASHINGTON	64150000	Head Start HS Leadership RD, & BS Joint Meeting	\$169.86
2019-07-03	THE HOME DEPOT #6507	63190000	Maintenance supplies - Baytown Headstart	\$19.96
			<b>901 - Head Start</b>	<b>\$18,244.05</b>

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## HCDE Procurement Card Report - July Statement

### 922 - Coop After School Enrich (CASE)

2019-06-12	MARKETING MAGIC INTERN	64990130	Medallions for 2019 Kids Day Amazing Race	\$496.34
2019-06-13	MOKARA AND LA MANSION	64190004	non employee lodging fees	\$148.94
2019-06-13	MOKARA AND LA MANSION	64190004	non employee lodging fees	\$148.94
2019-06-13	MOKARA AND LA MANSION	64190004	non employee lodging	\$148.94
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	non employee lodging fees	\$18.24
2019-06-14	GRAND HYATT SAN ANTONI	64130000	2019 OSTI-CON Parking charge for AI	\$47.64
2019-06-14	GRAND HYATT SAN ANTONI	64110000	Split - 2019 OSTI-CON Lodging for AI (50%)	\$171.49
2019-06-14	GRAND HYATT SAN ANTONI	64110000	Split - 2019 OSTI-CON Lodging for MG (50%)	\$171.49
2019-06-14	GRAND HYATT SAN ANTONI	64110000	2019 OSTI-CON Lodging for MW	\$286.90
2019-06-14	GRAND HYATT SAN ANTONI	64110000	2019 OSTI-CON Lodging for JC and CC	\$342.98
2019-06-14	GRAND HYATT SAN ANTONI	64110000	2019 OSTI-CON Lodging for JC and MS	\$361.32
2019-06-14	GRAND HYATT SAN ANTONI	64110000	Split - 2019 OSTI-CON Lodging for TC (50%)	\$324.11
2019-06-14	GRAND HYATT SAN ANTONI	64110000	Split - 2019 OSTI-CON Lodging for VCL and AD (50%)	\$324.11
2019-06-14	GRAND HYATT SAN ANTONI	64110000	Split - 2019 OSTI-CON Lodging for AJ (50%)	\$171.49

2019-06-14	GRAND HYATT SAN ANTONI	64110000	Split - 2019 OSTI-CON Lodging for BN (50%)	\$171.49
2019-06-14	GRAND HYATT SAN ANTONI	64110000	2019 OSTI-CON Lodging for JA and TS	\$342.98
2019-06-14	GRAND HYATT SAN ANTONI	64130000	2019 OSTI-CON Parking charge for MW	\$23.82
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)

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## HCDE Procurement Card Report - July Statement

### 922 - Coop After School Enrich (CASE)

2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$64.12)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-14	MOKARA AND LA MANSION	64190004	Non-employee credit for lodging fees	(\$45.88)
2019-06-15	GRAND HYATT SAN ANTONI	64130000	2019 OSTI-CON Parking charge for AI refunded back	(\$47.64)
2019-06-18	SAMSCLUB #4712	64990000	Split - Snacks for KD Hobby Center & Amazing Race (50%)	\$124.29
2019-06-18	SAMSCLUB #4712	64990000	Split - Snacks for KD Hobby Center & Amazing Race (50%)	\$124.29
2019-06-19	WM SUPERCENTER #3640	64990130	Supplies for 2019 Kids Day Hobby Center	\$105.81
2019-06-20	DOUBLETREE CAMPBELL CE	64190000	Debates Tournament Lodging for AM	\$677.20
2019-06-25	METRO REVENUE OPERATIO	64170000	Metro Rail Passes for Amazing Race Kids Day	\$270.00
2019-06-25	SAMSCLUB #4721	64990130	Split - Snacks for KD Amazing Race (55.3%)	\$119.94
2019-06-25	SAMSCLUB #4721	64990000	Split - Snacks for KD Amazing Race (22.35%)	\$48.47
2019-06-25	SAMSCLUB #4721	64990000	Split - Snacks for KD Amazing Race (22.35%)	\$48.48
2019-06-26	EB CENTER FOR HOUSTON	64940000	Registration for Center for Houston Workshop	\$25.00
2019-06-26	GRAND HYATT SAN ANTONI	64110000	2019 OSTI-CON hotel taxes refunded back	(\$18.34)
2019-06-27	STK*SHUTTERSTOCK	64990000	monthly subscription fee	\$182.94
2019-06-27	POTBELLY #133	64150000	Business meeting meal for Enrich	\$242.70
2019-06-27	GRAND HYATT SAN ANTONI	64130000	2019 OSTI-CON Parking charge for MW refunded back	(\$23.82)
2019-07-01	NATIONAL SPEECH DEBAT	64140000	Registration for TC	\$410.97

**922 - Coop After School Enrich (CASE) \$5,101.55**

### 923 - Resource Development

2019-06-14	TASA AUTHNET	64970000	TASA MEMBERSHIP RENEWAL FOR GAYLA RAWLINSON 19-20	\$381.00
2019-06-20	BIZJTIXPOWER BREAKFAS	64940000	HOU BUS JOURNAL NONPROFIT WKSHOP REG J.AKINS	\$55.00
2019-06-25	EIG*CONSTANTCONTACT.C	63970000	CONSTANT CONTACT RENEWAL 19-20 FOR CNTR	\$588.00

2019-07-03	CHILDREN AT RISK - MOT	64940000	GRANTS DEV CHILDREN AT RISK WORKSHOP REG FOR GAYLA RAWLINSON	\$25.75
2019-07-03	AFP	64970000	AFP MEMBERSHIP RENEWAL 19-20 GAYLA RAWLINSON	\$350.00
			<b>923 - Resource Development</b>	<b>\$1,399.75</b>

Report date: 8/5/2019

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## HCDE Procurement Card Report - July Statement

### 924 - Research & Evaluation

2019-06-05	WM SUPERCENTER #3640	64180000	Staff Meeting refreshments	\$75.15
2019-06-10	UNITED 01624575350112	64130000	TASB Summer Leadership Institute Fort Worth TX	\$407.60
2019-06-19	UNITED WAY MAP CC	64940000	United Way Excel 2016 Part 3-Y Pyrtle	\$85.00
2019-06-20	UNITED WAY MAP CC	64940000	United Way Excel Dashboards -Y Pyrtle	\$85.00
2019-06-20	SQ *SQ *YELLOW CAB	64130000	TASB 2019 Summer Leadership Institute Fort Worth	\$32.50
2019-06-22	TASA AUTHNET	64970000	Tx Assoc of School Administrators Annual membershi	\$425.00
2019-07-03	J HARDING & CO	64990000	Cardigan Tshirt , Long sleeve shirt order Y Pyrtle	\$100.94

**924 - Research & Evaluation \$1,211.19**

### 925 - Communications & Public Information

2019-06-10	GOOGLE *ADS7821768388	64960000	Google Advertisement	\$500.00
2019-06-16	GOOGLE *ADS7821768388	64960000	Google Advertisement	\$500.00
2019-06-23	GOOGLE *ADS7821768388	64960000	Google Advertisement	\$500.00
2019-06-24	OMNI SHOREHAM	64110000	Lodging for NSPRA Conference for C. Vaughn	\$755.22
2019-06-26	OMNI SHOREHAM	64110000	Lodging for NSPRA Conference for C. Vaughn	\$251.74
2019-06-26	OMNI SHOREHAM	64110000	Lodging for NSPRA Conference for J. Martinez	\$251.74
2019-06-26	OMNI SHOREHAM	64110000	Lodging for NSPRA Conference for J. Martinez	\$755.22
2019-06-27	INT*IN *COLOR ONE SYST	63960000	Printing HCDE Signs	\$130.00
2019-06-27	LP PRINTING - ECOMM	63960000	Printing Brochure	\$347.77
2019-06-29	GOOGLE *ADS7821768388	64960000	Google Advertisement	\$500.00

**925 - Communications & Public Information \$4,491.69**

### 950 - Purchasing Support Services

2019-06-12	OMNI CORPUS CHRISTI	64110000	Lodging for I. Ash TxPPA	\$514.05
2019-06-14	AMZN MKTP US*M68PU95B2	63990000	Supplies for FOG training	\$96.90
2019-06-15	OMNI CORPUS CHRISTI	64110000	Lodging for C. Tolbert TxPPA	\$514.05
2019-06-22	APPLE STORE #R126	63990000	Technology supplies	\$275.00
2019-06-25	TASBO	64990000	TASBO application fee	\$450.00
2019-06-27	HILTON GARDEN INN	64110000	Lodging for Y. Roman ISM RGV	\$396.64
2019-06-29	HILTON GARDEN INN	64110000	Lodging for Y. Roman ISM RGV	\$444.60
2019-07-03	RIO GRANDE VALLEY PURC	64140000	ISM RGV Registration for Y. Roman	\$300.00
2019-07-03	RIO GRANDE VALLEY PURC	64140000	Refund for I. Ash Registration	(\$300.00)

**950 - Purchasing Support Services \$2,691.24**

### 954 - Records Management



2019-05-28	PENSKE TRK LSG 018910	62660000	Truck rental	\$250.25
2019-06-04	PENSKE TRK LSG 018910	62660000	Truck Rental	\$647.60
2019-06-04	PENSKE TRK LSG 018910	62660000	Truck Rental	\$397.35
2019-06-11	PENSKE TRK LSG 018910	62660000	Truck Rental	\$647.60
2019-06-18	PENSKE TRK LSG 018910	62660000	Truck Rental	\$647.60
2019-06-25	PENSKE TRK LSG 018910	62660000	Truck Rental	\$647.60

**954 - Records Management      \$3,238.00**

Report date: 8/5/2019

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## HCDE Procurement Card Report - July Statement

### 955 - Purchasing - Gulf Coast Co-op

2019-06-04	UNITED 01624565267592	64130000	Transportation for SNA Conf 2019/TrishaP/St. Louis	\$461.60
2019-06-04	SOUTHWES 5262483130717	64130000	Flight to SNA ANC Conference	\$367.98
2019-06-06	ALONTI CAFE & CATERING	64150000	Member Luncheon for Evaluation Committee	\$158.40
2019-06-13	HAMPTON INNS	64110000	Hotel for BNN TDA Conference	\$1,064.94
2019-06-13	HAMPTON INNS	64110000	Lodging at TDA Conf 2019 for TrishaP/Austin,TX	\$990.24
2019-06-13	LP PRINTING - ECOMM	63960000	General expense for Food Co-op	\$50.55
2019-06-13	LOS CUCOS MEXICAN CAFE	64150000	Refund of additional tip	(\$21.28)
2019-06-27	GAYLORD TEXAN FRONT DE	64110000	Hotel for TASN Annual Conference	\$492.86
2019-06-27	GAYLORD TEXAN FRONT DE	64110000	TASN Conf lodging for TrishaP/Grapevine, TX	\$775.02
2019-06-27	GAYLORD TEXAN FRONT DE	64130000	Credit for Conf Discount Prkng/TrishaP/GrapevineTX	(\$16.23)

**955 - Purchasing - Gulf Coast Co-op      \$4,324.08**

### 970 - Highpoint East

2019-06-06	WM SUPERCENTER #3500	63980000	provide lunch for students GPISD closed	\$20.90
2019-06-11	TEXAS ASSOCIATION OF S	64140000	TASSP registration	\$516.00
2019-06-11	SQUARE *SQ *ED311	64140000	TASSP registration	\$255.00
2019-06-11	SQUARE *SQ *ED311	64990000	Law Conference Literature	\$52.50
2019-06-11	STAPLES 00119024	64990000	envelopes for student letters	\$35.99
2019-06-13	SQU*SQ *QEP PROFESSION	64990000	Literature for TASSP	\$44.10
2019-06-13	PAW*BARR MARKETING, IN	64990000	literature for TASSP conference	\$23.00
2019-06-14	HILTON HOTEL AUSTIN	64110000	Lodging for TASSP conference	\$1,469.20
2019-06-17	EXPEDIA 7444712479521	64130000	Collision damage plan for rental	\$50.00
2019-06-24	SQU*SQ *LOVE AND LOGIC	63990000	General Materials-Love and Logic- HSE	\$56.29
2019-06-25	BEAVER RUN RESORT	64110000	Hotel expenses-Love and Logic- Mercedes Love-HSE	\$412.16
2019-06-25	SQU*SQ *LOVE AND LOGIC	64990000	L&L materials	\$19.30
2019-06-26	KENOSHA STEAKHOUSE RIT	64150000	Business meeting meal	\$160.82
2019-06-27	AVIS RENT-A-CAR 1	64130000	transportation for L&L conference	\$845.35
2019-06-27	BEAVER RUN RESORT	64110000	Lodging for L&L conference	\$412.16
2019-06-27	BEAVER RUN RESORT	64110000	lodging for L&L conference	\$412.16
2019-06-27	BEAVER RUN RESORT	64110000	Lodging for L&L conference	\$412.16
2019-06-27	BEAVER RUN RESORT	64110000	Lodging for L&L conference	\$412.16

**970 - Highpoint East      \$5,609.25**

**Grand Total:**

**Total transactions: 695      \$127,497.13**

Report date: 8/5/2019

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## HCDE Other Credit Card Statements

July 2019

### SUMMARY

Card	# of Cards	Total
ExxonMobil	8	\$ 3,791.34
Chevron/Texaco	1	\$ 265.26
<b>Total</b>		<b>\$ 4,056.60</b>

### Vendor Card : ExxonMobil

#### HCDE Credit Card Report -July 2019 Statement

Cards assigned to: Facilities Division

Card #	Date	Description	Division	Amount
0001 Warehouse	6/6/2019	Gasoline	Facilities	49.58
0001 Warehouse	6/20/2019	Gasoline	Facilities	49.37
0002 Warehouse	5/31/2019	Gasoline	Facilities	65.77
0002 Warehouse	6/6/2019	Gasoline	Facilities	50.60
0002 Warehouse	6/19/2019	Gasoline	Facilities	47.51
0002 Warehouse	6/25/2019	Gasoline	Facilities	64.62
0002 Warehouse	6/27/2019	Gasoline	Facilities	64.47
0017 Irvington	5/31/2019	Gasoline	Facilities	66.01
0017 Irvington	6/3/2019	Gasoline	Facilities	59.34
0017 Irvington	6/4/2019	Gasoline	Facilities	68.48
0017 Irvington	6/4/2019	Gasoline	Facilities	75.27
0017 Irvington	6/5/2019	Gasoline	Facilities	71.59
0017 Irvington	6/5/2019	Gasoline	Facilities	50.00
0017 Irvington	6/7/2019	Gasoline	Facilities	72.24
0017 Irvington	6/10/2019	Gasoline	Facilities	58.81
0017 Irvington	6/10/2019	Gasoline	Facilities	30.52
0017 Irvington	6/12/2019	Gasoline	Facilities	65.04
0017 Irvington	6/12/2019	Gasoline	Facilities	65.14
0017 Irvington	6/14/2019	Gasoline	Facilities	60.73
0017 Irvington	6/18/2019	Gasoline	Facilities	59.32
0017 Irvington	6/18/2019	Gasoline	Facilities	59.16
0017 Irvington	6/19/2019	Gasoline	Facilities	29.77
0017 Irvington	6/20/2019	Gasoline	Facilities	65.05
0017 Irvington	6/20/2019	Gasoline	Facilities	42.71
0017 Irvington	6/25/2019	Gasoline	Facilities	58.70
0017 Irvington	6/25/2019	Gasoline	Facilities	63.19
0017 Irvington	6/25/2019	Gasoline	Facilities	68.55
0017 Irvington	6/25/2019	Gasoline	Facilities	56.00
0017 Irvington	6/25/2019	Gasoline	Facilities	6.00
0017 Irvington	6/27/2019	Gasoline	Facilities	61.59
0022 Post Oak	5/31/2019	Gasoline	Facilities	61.46
0022 Post Oak	5/31/2019	Gasoline	Facilities	37.16
0022 Post Oak	6/3/2019	Gasoline	Facilities	65.78
0022 Post Oak	6/3/2019	Gasoline	Facilities	48.29
0022 Post Oak	6/3/2019	Gasoline	Facilities	40.62
0022 Post Oak	6/5/2019	Gasoline	Facilities	61.17
0022 Post Oak	6/10/2019	Gasoline	Facilities	48.49
0022 Post Oak	6/10/2019	Gasoline	Facilities	90.13

0022 Post Oak	6/12/2019	Gasoline	Facilities	62.75
0022 Post Oak	6/12/2019	Gasoline	Facilities	55.19
0022 Post Oak	6/14/2019	Gasoline	Facilities	61.03
0022 Post Oak	6/17/2019	Gasoline	Facilities	64.33
0022 Post Oak	6/17/2019	Gasoline	Facilities	59.95
0022 Post Oak	6/18/2019	Gasoline	Facilities	60.00
0022 Post Oak	6/18/2019	Gasoline	Facilities	42.52
0022 Post Oak	6/18/2019	Gasoline	Facilities	28.23
0022 Post Oak	6/19/2019	Gasoline	Facilities	41.28
0022 Post Oak	6/20/2019	Gasoline	Facilities	29.16
0022 Post Oak	6/20/2019	Gasoline	Facilities	87.36
0022 Post Oak	6/24/2019	Gasoline	Facilities	16.78
0022 Post Oak	6/24/2019	Gasoline	Facilities	58.82
0023 Post Oak	5/31/2019	Gasoline	Facilities	59.86
0023 Post Oak	6/7/2019	Gasoline	Facilities	61.78
0023 Post Oak	6/14/2019	Gasoline	Facilities	56.68
0023 Post Oak	6/24/2019	Gasoline	Facilities	47.38
0025 HDE Van	6/10/2019	Gasoline	Facilities	57.00
0025 HDE Van	6/11/2019	Gasoline	Facilities	59.86
0025 HDE Van	6/17/2019	Gasoline	Facilities	80.09
0025 HDE Van	6/18/2019	Gasoline	Facilities	69.91
0025 HDE Van	6/19/2019	Gasoline	Facilities	52.01
0025 HDE Van	6/19/2019	Gasoline	Facilities	122.00
0025 HDE Van	6/24/2019	Gasoline	Facilities	30.33
0025 HDE Van	6/24/2019	carwash	Facilities	62.33
0025 HDE Van	6/26/2019	Gasoline	Facilities	67.12
0025 HDE Van	6/26/2019	Gasoline	Facilities	72.89
0029 Post Oak	6/3/2019	Gasoline	Facilities	67.25
0029 Post Oak	6/7/2019	Gasoline	Facilities	72.88
0029 Post Oak	6/11/2019	Gasoline	Facilities	55.73
0029 Post Oak	6/11/2019	Gasoline	Facilities	60.27
0029 Post Oak	6/13/2019	Gasoline	Facilities	71.42
0029 Post Oak	6/14/2019	Gasoline	Facilities	80.02
0029 Post Oak	6/19/2019	Gasoline	Facilities	63.08
0029 Post Oak	6/20/2019	Gasoline	Facilities	65.26
0029 Post Oak	6/20/2019	Gasoline	Facilities	65.83
0029 Post Oak	6/25/2019	Gasoline	Facilities	80.01
0029 Post Oak	6/26/2019	Gasoline	Facilities	71.90
0029 Post Oak		Gasoline	Facilities	
			Credits	(602.90)
			Rebates	(84.28)
			<b>Total</b>	<b>\$ 3,791.34</b>

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

**Vendor Card : Chevron/Texaco**  
**HCDE Report July 2019**  
**Card assigned to: Facilities Division**

<b>Card #</b>	<b>Date</b>	<b>Description</b>	<b>Division</b>	<b>Amount</b>
46600112849510900	4/29/2019	Gasoline	Facilities	30.00
46600112849510900	4/29/2019	Gasoline	Facilities	47.75
46600112849510900	5/1/2019	Gasoline	Facilities	72.34
46600112849510900	5/3/2019	Gasoline	Facilities	41.68
46600112849510900	5/9/2019	Gasoline	Facilities	47.75
46600112849510900	5/20/2019	Gasoline	Facilities	48.75
			Credits	<u>(23.01)</u>
<b>Total to pay \$</b>				<b><u>265.26</u></b>

# Check Register

Fiscal Year: 19

Period: 11

**Fund: 1999 - GENERAL FUND**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
144040 void	03/05/2019	88193	RHONDA ELAINE GARNER SCHOLASTIC ART 2019	-500.00
144823 void	04/16/2019	81347	ANGELA HIDER - DO NOT USE-USE 83079 REISSUE CHECK	-26.00
145540 void	05/21/2019	14925	BEARCOM OPERATING, LLC 50 2 WAY RADIOS	-12,390.00
146423	07/02/2019	13871	AT&T CORP PHONE 041119-071019	179.62
146428	07/02/2019	18165	CDW GOVERNMENT INC MICROSOFT SURFACE PRO TYP MICROSOFT BLUETOOTH MOBIL MICROSOFT SURFACE PEN - S LENOVO THINKSTATION P720- LENOVO THINKSTATION P330 TRIPP LITE DISPLAY PORT 1 HP COLOR LASERJET PRO M18 MICROSOFT SURFACE PRO 12. ELECTRONIC HP CARE PACK B	5,853.13 173.98 56.24 250.32 2,126.16 1,084.10 34.87 234.22 1,818.24 75.00
146431	07/02/2019	22221	DATAVOX BUSINESS COMMUNICATIONS NS CS460G-X2 HYBRID BASE NS CS ES1 30TB HDD 300GB	2,028.60 1,615.32 413.28
146435	07/02/2019	86181	EXECU TEAM STAFFING LP TEMPORARY STAFFING SERVIC TEMPORARY STAFFING SERVIC	2,654.60 1,065.35 1,589.25
146439	07/02/2019	32350	HOUSTON CHRONICLE ADVERTISING OF RFP'S FOR ADVERTISING OF RFP'S FOR	613.58 401.90 211.68
146445	07/02/2019	87975	KARCZEWSKI BRADSHAW LLP LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEES MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19 LEGAL FEE MAY19	54,734.27 75.00 1,508.46 405.00 600.00 1,950.00 2,460.00 3,165.00 4,860.00 25,552.37 150.00 300.00 1,275.00 825.00 1,125.00 2,978.46 7,504.98
146449	07/02/2019	88294	CHELSEA MONROE SCHOLASTIC 2019 AWARD	500.00
146452	07/02/2019	86862	PS LIGHTWAVE INC ETHERNET JUL 19	317.53
146456	07/02/2019	61915	CBS PERSONNEL SERVICES LLC TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD	2,907.77 1,421.37 1,486.40

# Check Register

Fiscal Year: 19      Period: 11

**Fund: 1999 - GENERAL FUND**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146458	07/02/2019	87848	THE TURNING POINT INC ADULOSENCET RECOVERY SUPP	21,100.42 11,095.25
			ADULOSENCET RECOVERY SUPP	10,005.17
146511	07/09/2019	25314	4IMPRINT 117728-1613 HEAT SEAL EXH	1,110.07 379.00
			SET UP CHARGE	100.00
			SET-UP CHARGE	60.00
			ADD'I COLOR RUN CHARGE	250.00
			FREIGHT	28.09
			VACUUM INSULATED BOTTLE -	274.76
			ESTIMATED SHIPPING/HANDLI	18.22
146512	07/09/2019	86081	KRISTEN ALLEN PRESENT HCDE/DISTRICT WOR	3,570.00 2,330.00
			PRESENT HCDE/DISTRICT WOR	1,240.00
146513	07/09/2019	87542	ALWAYS IN SEASON, INC PLANT MAINTANCE SERVICES	33.00 16.50
			PLANT MAINTANCE SERVICES	16.50
146514	07/09/2019	87534	LUCY ANDERSON CONDUCT 4 FACE-TO-FACE SE	5,250.00 2,000.00
			FACILITATE THE "TEACHING	3,250.00
146515	07/09/2019	13330	APPLE INC 15-INCH MACBOOK PRO WITH	2,978.00 2,181.00
			APPLECARE+ FOR 15-INCH MA	259.00
			10.5-INCH IPAD AIR WI-FI	479.00
			2-YEAR APPLECARE+ FOR IPA	59.00
146516	07/09/2019	13871	AT&T CORP PHONE 061719-071619	696.20 118.38
			PHONE 062119-072019	142.04
			PHONE 061919-071819	276.22
			PHONE 061519-071419	41.18
			PHONE 062119-072019	118.38
146518	07/09/2019	16240	BOSWORTH PAPERS INC PALLET 8 1/2 X 11", 20 WH	1,204.31
146524	07/09/2019	87401	ERC ENVIRONMENTAL & CONST SERV INC STORAGE BUILDING DEMOLITI	16,128.32
146526	07/09/2019	84856	DEDE CHURCH & ASSOCIATES, LLC TRAINING WORKSHOP ENTITILE	3,000.00
146527	07/09/2019	86276	DEIRDRE J WILLIAMS PROVIDE SIX 8-HOUR BOOT C	1,800.00
146529	07/09/2019	80775	FRENCH CORNER CATERING INC MEALS TEAMPLANNING	177.80
146532	07/09/2019	80265	GRANT PROFESSIONALS ASSOCIATION GROUP AND COMMITTEE MEMBE	820.00 100.00
			GPA ORGANIZATIONAL MEMBER	720.00
146534	07/09/2019	29920	HARRIS COUNTY TREASURER LAW ENFORCEMENT SERVICES	40,346.00 11,527.44
			LAW ENFORCEMENT SERVICES	5,763.71
			LAW ENFORCEMENT SERVICES	17,291.13
			LAW ENFORCEMENT SERVICES	5,763.72
146539	07/09/2019	81186	IDENTISYS INC 3/8 BLACK FLAT BRAIDED LA	332.63 150.00
			FREIGHT PO1901275	32.63
			3/8 WHITE FLAT BRAIDED LA	150.00

# Check Register

Fiscal Year: 19      Period: 11

**Fund: 1999 - GENERAL FUND**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146540	07/09/2019	87620	BRITON EDUCATION LLC INSIGHTS TO BEHAVIOR RENE INSIGHTS TO BEHAVIOR RENE	31,250.00 15,625.00 15,625.00
146546	07/09/2019	87496	MASSEY LLC INC-USED RACKING: 46 TEAR	10,700.00
146547	07/09/2019	85085	METOYER-ROY PRINTING, LTD. JUN 19 PRINTING AGEND MAY 19 PRINTING AGEND APR19 PRINTING AGENDA	3,238.00 984.00 1,127.00 1,127.00
146548	07/09/2019	87596	MILLENNIUM LEARNING CONCEPTS MILLENNIUM LEARNING CONCE	7,500.00
146550	07/09/2019	85610	ELIDA MONTALVO-COLVIN FIELD SUPERVISION OF BILI TEST PREPARATION FOR TEXE	2,500.00 500.00 2,000.00
146551	07/09/2019	84706	NATIONAL EMERGENCY NUMBER RENEW NATIONALEME NUM	255.00
146555	07/09/2019	83247	PINNACLE MEDICAL MANAGEMENT CORP RANDOM SELECTION TEST (BY TO COMPLETE PAYMENT	521.00 300.00 221.00
146556	07/09/2019	87339	POTBELLY SANDWICH WORKS, LLC BOX LUNCH-PERFECT BELLY-F	147.20
146560	07/09/2019	52199	SHI GOVERNMENT SOLUTIONS INC INFOBLOX DFW THREAT INTEL	12,180.80
146561	07/09/2019	52965	SOCIETY FOR HUMAN RESOURCE MGMT 2018-2019 MEMBERSHIP DUES	209.00
146563	07/09/2019	83408	JEH-EAS, INC SCAN PRO 3000 ALL-IN-ONE INSTALLATION AND TRAINING ANNUAL SOFTWARE SUPPORT A SHIPPING	13,035.00 11,770.00 495.00 695.00 75.00
146564	07/09/2019	56650	TEXAS ASSOCIATION OF SCHOOL BOARDS PO1900319 COMPLETE PY TASB WILL EVALUATE PAY SY	13,320.48 320.48 13,000.00
146566	07/09/2019	60680	TROXELL COMMUNICATIONS INC HCDE BOARDROOM-100FT CABL	550.00
146567	07/09/2019	83410	UNIQUE DIGITAL TECHNOLOGY INC INSYNC SHARE INSYNC CLOUD ENTERPRISE	17,700.00 10,800.00 6,900.00
146569	07/09/2019	39630	UNUM LIFE INSURANCE CO OF AMERICA EMPLYR LIFE INS JUN19 EMPLYR LIFE INS JUN19	11,849.15 10,238.89 1,610.26
146571	07/09/2019	88087	VERSA CREATIVE GROUP LLC CONTRACTED SERVICES FROM	6,086.13
146573	07/09/2019	64250	WORKERS ASSISTANCE PROGRAM EMPLOYEE ASSI PRRJUN19	1,462.80
146629	07/15/2019	80164	DAVID G PEAKE DED:2407 MISC	732.67
146630	07/15/2019	87594	EDUCATIONAL CREDIT MANAGEMENT CORP DED:2018 MISC	9.30
146631	07/15/2019	34539	INTERNAL REVENUE SERVICE DED:1210 MISC	352.50
146632	07/15/2019	85837	PIONEER CREDIT RECOVERY, INC DED:2017 MISC	107.71

# Check Register

Fiscal Year: 19      Period: 11

**Fund: 1999 - GENERAL FUND**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146633	07/15/2019	88232	TRANSWORLD SYSTEMS INC DED:1213 MISC	133.19
146634	07/15/2019	84180	TEXAS GUARANTEED STUDENT LOAN CORP DED:2016 MISC	538.50
146635	07/15/2019	61657	U S DEPARTMENT OF EDUCATION DED:1216 MISC	682.41
146636	07/16/2019	87967	A-1 PERSONNEL OF HOUSTON INC TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD 4 TEMPORARY STAFF IN RECO	12,225.60 108.00 1,036.80 1,188.00 1,296.00 1,036.80 1,188.00 1,188.00 1,296.00 1,296.00 1,296.00 1,296.00
146640	07/16/2019	13871	AT&T CORP PHONE 062719-072619	142.06
146641	07/16/2019	13872	AT&T LONG DISTANCE LDISTANCE0617-071619	337.54
146642	07/16/2019	14925	BEARCOM OPERATING, LLC REISSUE PYMNT 50 RAD	12,390.00
146643	07/16/2019	16240	BOSWORTH PAPERS INC PALLET 8 1/2 X 11", 20 WH	2,408.62
146644	07/16/2019	86982	CAPSULE TEK LLC HELPPESK WK0516-0531	3,888.00
146645	07/16/2019	18165	CDW GOVERNMENT INC APC BACK-UPS PRO BR-UPS-6 LENOVO THINKSTATION P520C NVIDIA QUADRO P600- GRAPH ACAD PROVINCE ITSM USER S SEAGATE BACKUP PLUS HUB S NEW ITEMS DO NOT PICK THI	30,592.99 152.25 1,285.47 178.88 14,400.00 176.39 14,400.00
146646 void	07/16/2019	18491	CENTERPOINT ENERGY NEW ABS WEST NEW ABS WEST	0.00 -9,000.00 9,000.00
146649	07/16/2019	82495	COMCAST CORPORATION INTERNET 063019-07291	381.00
146657	07/16/2019	31037	GREENWOOD PUBLISHING GROUP LLC OTHER CONTRACTED	5,700.00
146669	07/16/2019	88305	SONIA S LUNA REISSUE CHECK	32.42
146674	07/16/2019	83571	MARIA TAPIA REISS 09022009 REISS 02112009	24.20 12.10 12.10
146677	07/16/2019	61927	VERIZON WIRELESS PURCAHSE ORDER FOR CASE V	183.62
146679	07/16/2019	86894	WINDWARD GROUP, LLC CREATE 16 MM SILVER ORIGI PROCESS 16MM ROLL FILM PE	3,374.95 2,797.45 577.50



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146680	07/16/2019	88296	YOURMEMBERSHIP.COM INC AD FOR HEAD START	399.00
146714	07/16/2019	18491	CENTERPOINT ENERGY NEW ABSE	9,000.00
146716	07/16/2019	23957	EDUCATION FOUNDATION OF HARRIS CTY DEPOSIT IN ERROR	1,000.00
146718	07/23/2019	87967	A-1 PERSONNEL OF HOUSTON INC TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD TEMPORARY STAFF IN RECORD	3,953.40 672.00 705.60 1,279.80 1,296.00
146721	07/23/2019	85433	GBJ INC TRANSPORTATION FOR ECOBOT ADDITIONAL CHARGE LAT	506.25 450.00 56.25
146723	07/23/2019	86081	KRISTEN ALLEN PRESENT HCDE/DISTRICT WOR	1,000.00
146725	07/23/2019	13871	AT&T CORP PHONE 070519-080419 PHONE 070119-073119 PHONE 070519-080419 PHONE 070519-080419	849.20 160.76 355.77 121.60 211.07
146726	07/23/2019	83619	B & H FOTO & ELECTRONICS CORP BOSE L1 COMPACT PORTABLE	999.00
146727	07/23/2019	16240	BOSWORTH PAPERS INC 8-1/2X11 20BS 10.00M DO	1,204.31
146728	07/23/2019	16888	BRUNSWICK PRESS INC 22 BUDGET BOOKS FOR THE B 15 FOAM BOARD SIGNS; 8.5X FOAM BOARD SIGNS; 14X36"	2,924.00 1,914.00 160.00 850.00
146730	07/23/2019	18165	CDW GOVERNMENT INC LENOVO THINKPAD E580-15.6 HP COLOR LASERJET PRO M47 MICROSOFT SURFACE LAPTOP	45,044.70 36,717.75 567.42 7,759.53
146733	07/23/2019	20955	NORA A CONTRERAS JUNE MILEAGE	125.28
146734	07/23/2019	84855	CYBERSOURCE CORPORATION GATEWAY JUN 19 SERVI	29.00
146736	07/23/2019	88254	ROYAL BAY LLC SHIPPING PCLE NVME (M.2) DUPLICATO	6,618.01 118.01 6,500.00
146738	07/23/2019	82606	CAROL LYNN DUTTON APRIL MILEAGE REISS	81.78
146739	07/23/2019	82606	CAROL LYNN DUTTON MAY MILEAGE REISSUE	125.28
146748	07/23/2019	80250	SARA K HIRSCHFIELD REISSUE CHECK PROJECT	50.66
146749	07/23/2019	32350	HOUSTON CHRONICLE ADVERTISING OF RFP'S FOR	578.30
146753	07/23/2019	88304	TINA M LAND REF PRINCIPAL 068TEST	390.00
146754	07/23/2019	85218	JOHANNA LEPS DE JAGER MAY MILEAGE REISSU	59.74

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146755	07/23/2019	87844	JAVIER LOPEZ CASE DEBATES PROJECT-PROV	4,100.00
146756	07/23/2019	86605	LITHO SUPPLY & SERVICE COMPANY INC PRINTING MATERIALS	470.00
146757	07/23/2019	87971	CRISTINA MAVAREZ TRANSCRIPTION AND REVISIO	300.00
146758	07/23/2019	84715	KAREN MCCULLOUGH SFC SPEAKER AGMNT	1,500.00
146761	07/23/2019	87596	MILLENNIUM LEARNING CONCEPTS MILLENNIUM LEARNING CONCE MILLENNIUM LEARNING CONCE CONTRACTED SERVICES TO SU MILLENNIUM LEARNING CONCE PROVIDE DE-ESCALATION TRA	36,000.00 7,500.00 7,500.00 12,500.00 1,000.00 7,500.00
146768	07/23/2019	47623	PROFESSIONAL FONE MANAGEMENT INC LABOR &TRIP INSTALL 1 CAT 6 CABLE IN	260.00 120.00 140.00
146770	07/23/2019	88290	YOLANDA RENE PYRTL JUNE MILEAGE	27.49
146774	07/23/2019	52199	SHI GOVERNMENT SOLUTIONS INC METALOGIX CONTENT MATRIX	3,150.00
146775	07/23/2019	87968	SIGNWAREHOUSE INC ENDURAGLOSS 24"X10 YD MAT 6X12 PLASTIC LICENSE PLAT ORABOND 1395 1X36 BANNER ESTIMATED SHIPPING/HANDLI ENDURAGLOSS 24X"X10 YD	65.65 20.99 5.18 8.50 9.99 20.99
146778	07/23/2019	60680	TROXELL COMMUNICATIONS INC HITACHI LASER WUXGA-7000 MISC HARDWARE (CONNECTORS HCDE CONF 500'S CONF RM 4	3,495.00 2,816.00 295.00 384.00
146780	07/23/2019	87406	VERITIV OPERATING COMPANY HARRIS COUNTY DEPT. ED. F HARRIS COUNTY DEPT. ED. F HARRIS COUNTY DEPT. ED. F HARRIS COUNTY DEPT. ED. F HARRIS CNTY DEP OF ED FIL HARRIS CNTY DEP OF ED FIL HARRIS CNTY DEP OF ED FIL HARRIS CNTY DEP OF ED FIL	19,913.38 2,174.72 2,777.57 525.95 2,174.72 1,648.77 3,301.53 4,048.03 3,262.09

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146782	07/23/2019	61927	VERIZON WIRELESS	4,769.15
			VERIZON 060819-070719	38.11
			VERIZON 060819-070719	38.11
			VERIZON 060819-070719	152.44
			VERIZON 060819-070719	179.51
			VERIZON 060819-070719	228.66
			VERIZON 060819-070719	882.80
			VERIZON 060819-070719	18.91
			VERIZON 060819-070719	38.11
			VERIZON 060819-070719	38.11
			VERIZON 060819-070719	38.11
			VERIZON 060819-070719	76.22
			VERIZON 060819-070719	126.39
			VERIZON 060819-070719	202.61
			VERIZON 060819-070719	202.61
			VERIZON 060819-070719	266.77
			VERIZON 060819-070719	38.11
			VERIZON 060819-070719	88.28
			VERIZON 060819-070719	164.50
			VERIZON 060819-070719	205.77
			VERIZON 060819-070719	267.47
			VERIZON 060819-070719	405.22
			VERIZON 060819-070719	72.92
			VERIZON 060819-070719	76.22
			VERIZON 060819-070719	88.28
			VERIZON 060819-070719	114.33
			VERIZON 060819-070719	114.33
			VERIZON 060819-070719	606.25
146838	07/31/2019	80164	DAVID G PEAKE	732.67
			DED:2407 MISC	
146839	07/31/2019	87594	EDUCATIONAL CREDIT MANAGEMENT CORP	79.93
			DED:2018 MISC	
146840	07/31/2019	34539	INTERNAL REVENUE SERVICE	352.50
			DED:1210 MISC	
146841	07/31/2019	85837	PIONEER CREDIT RECOVERY, INC	107.71
			DED:2017 MISC	
146842	07/31/2019	88232	TRANSWORLD SYSTEMS INC	133.19
			DED:1213 MISC	
146843	07/31/2019	84180	TEXAS GUARANTEED STUDENT LOAN CORP	538.50
			DED:2016 MISC	
146844	07/31/2019	61657	U S DEPARTMENT OF EDUCATION	631.31
			DED:1216 MISC	
146846	07/30/2019	11200	ALIEF INDEPENDENT SCHOOL DISTRICT	12,000.00
			2018-2019 CASE DEBATES PA	
146847	07/30/2019	86081	KRISTEN ALLEN	1,000.00
			PRESENT HCDE/DISTRICT WOR	
146848	07/30/2019	20270	AMERICAN HERITAGE LIFE INSURANCE CO	889.04
			EMPLY CANSINSJUL19	

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146849	07/30/2019	82517	A-ROCKET MOVING & STORAGE LOAD AND DELIVER FROM 8 L LOAD AND DELIVER FROM 8 L LOAD AND DELIVER FROM 8 L LOAD AND DELIVER FROM 8 L LOAD AND DELIVER FROM 8 L LOAD AND DELIVER FROM 8 L LOAD AND DELIVER FROM 8 L LOAD AND DELIVER FROM 8 L REF P1901733 DIFF LOAD AND DELIVER FROM 8 L REF PO1900229 INT HOU	10,650.00 1,000.00 1,100.00 1,350.00 2,200.00 700.00 1,000.00 1,300.00 100.00 1,000.00 900.00
146851	07/30/2019	13871	AT&T CORP PHONE 071119-081019 PHONE 071719-081619 PHONE 070919-080819 PHONE 071519-081419	661.20 184.28 121.32 310.76 44.84
146854	07/30/2019	88301	MATAMALES INC 10 MINUTE 2D PRODUCTION -	6,000.00
146855	07/30/2019	86982	CAPSULE TEK LLC HELPDESK SUPP613-628	8,613.00
146856	07/30/2019	18165	CDW GOVERNMENT INC MICROSOFT SURFACE PRO 6 - LENOVO LAPTOP 13.3" - 20M LENOVO NOTEBOOK CASE - 4X LENOVO THINKPAD P72-17.3" MICROSOFT SURFACE PEN-STY GEN SUPPL KEYBOARD CO LENOVO THINKPAS P72-17.3" MICROSOFT SURFACE BOOK 2	13,365.06 1,844.62 1,244.41 33.75 5,220.10 83.44 485.04 1,619.79 2,833.91
146859	07/30/2019	88084	COMCAST HOLDINGS CORPORATION INTERNET SER JUL19	2,028.60
146860	07/30/2019	82495	COMCAST CORPORATION INTERNET071119-081019	366.28
146861	07/30/2019	88256	JG MEDIA BMW - PAPER, JULY 2019 HRM - PAPER, JULY 2019	1,975.00 860.00 1,115.00
146862	07/30/2019	88279	MARIANNE CRIBBIN SERVICE AS A HEARING OFFI REF PO1901795	1,437.50 1,250.00 187.50
146863	07/30/2019	86779	DAVIS VISION INC EMPLYEE COBRA JUL19 EMPLYEE VISI INSJUL19	5,018.05 94.73 4,923.32
146864	07/30/2019	84856	DEDE CHURCH & ASSOCIATES, LLC TRAINING WORKSHOP ENTITILE	3,000.00
146867	07/30/2019	24785	DOUBLE M LASER PRODUCTS INC LABOR COLOR PRINTER	290.00
146870	07/30/2019	86397	FORUM FOR YOUTH INVESTMENT PROVIDE SERVICES FOR TRAI	5,725.00
146873	07/30/2019	80775	FRENCH CORNER CATERING INC FINGER SANDWICH PLATT BBQ BRISKET & CHICKEN	711.50 251.80 459.70
146876	07/30/2019	32350	HOUSTON CHRONICLE ADV BIDS NOTICE MPM	4,291.02

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146881	07/30/2019	87830	HOUSTON URBAN DEBATE LEAGUE CASE DEBATES-HOUSTON URBA	23,500.00
146882	07/30/2019	88310	RIZWAN HUSSAIN JULY MILEAGE	4.58
146883	07/30/2019	81932	HYATT LEGAL PLANS INC PREPAID LEGAL JUL19	1,332.00
146887	07/30/2019	34705	J HARDING & CO JULIANNE BLACK - PART# LB TRI MOUNTAIN CYPRESS - BL FEATHERLITE POLY SPORT SH JULIANNE BLACK - PART# LB JULIANNE BLACK - PART# LB TRI MOUNTAIN CYPRESS BLAC TRI MOUNTAIN CYPRESS BLAC JULIANNE BLACK - PART# LB FEATHERLITE POLY SPORT SH PORT &CO SHORTSLEEVE	1,232.60 99.00 28.50 49.00 104.00 54.50 48.00 26.00 237.50 40.00 546.10
146888	07/30/2019	35010	JASON'S DELI SFC MEALS MEETING MANAGERS&DIRE	428.04 370.97 57.07
146889	07/30/2019	35069	JEM RESOURCE PARTNERS ILOCK EMPLYE JUL19	688.00
146891	07/30/2019	82248	METROPOLITAN LIFE INSURANCE COMPANY DENTAL EMPLOYEEJUL19 DENTAL COBRA JUL 19	3,362.45 3,309.81 52.64
146892	07/30/2019	87340	METROPOLITAN LIFE INSURANCE COMPANY EMPLOYEE HOSP INSJUL19	2,223.54
146893	07/30/2019	87340	METROPOLITAN LIFE INSURANCE COMPANY EMPLOYEE ACCI INSJUL19	1,672.37
146896	07/30/2019	85093	NETSYNC NETWORK SOLUTIONS SNTC-NO RMA CATALYST 9200 CATALYST 9200 4 X 1 G NET C9200 CISCO DNA ESSENTIAL CATALYST 9200 48-PORT POE	34,528.20 2,257.60 2,715.80 6,748.00 22,806.80
146897	07/30/2019	87529	NORRIS TRAINING SYSTEMS, INC. DEPOSIT FOR NORRIS CENTE	1,545.00

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146901	07/30/2019	87339	POTBELLY SANDWICH WORKS, LLC	3,339.85
			BOX LUNCH-PERFECT BELLY-F	162.00
			CHIPS/COOKIE/BOX LUNCH-FO	10.35
			BOX LUNCH-PERFECT BELLY-F	73.60
			FARMHOUSE SALAD, RANCH-FO	7.75
			CUP MAC CHEESE W/MUSHROOM	4.60
			BOWL MAC & CHEESE WITH MU	6.10
			BOWL BROCCHEDDAR SOUP-FO	4.80
			BOX LUNCH-PERFECT BELLY-F	110.40
			CHIPS, COOKIE, BOC LUNCH(	6.90
			BACON UPCHARGE FOR RB SAN	1.45
			BOX LUNCH-PERFECT BELLY-F	165.60
			BOWL MAC & CHEESE WITH MU	6.10
			MEDITERRANEAN SALAD, BV	7.75
			UPTOWN SALAD, NO CHICKEN	13.50
			UPTOWN SALAD, PBV	23.25
			DELIVERY FEE	15.00
			BOX LUNCH-PERFECT BELLY	2,024.00
			BOWL MAC & CHEESE-FOOD	12.20
			DELIVERY FEE	15.00
			SCHOOL BOX LUNCH	297.50
			PERFECT BELLY BOX LUNCH	357.00
			DELIVERY FEE	15.00
146902	07/30/2019	86862	PS LIGHTWAVE INC	3,891.38
			LIGHTWAVE AUG19	317.73
			AUG 19 DATA CIRCUITS	477.73
			AUG 19 DATA CIRCUITS	477.73
			AUG 19 DATA CIRCUITS	477.73
			AUG 19 DATA CIRCUITS	1,662.73
			AUG 19 DATA CIRCUITS	477.73
146903	07/30/2019	88007	QM QUALITY MATTERS INC	1,100.00
			CPE SUBSCRIPTION	
146905	07/30/2019	81820	THE STANDARD LIFE INSURANCE	13,636.16
			EMPLYEE DISAB JUL19	
146906	07/30/2019	55112	SUPERIOR VIDEO PRODUCTION INC	500.00
			RECORD&EDIT VOICE	
146908	07/30/2019	87696	UNUM LIFE INSURANCE CO. OF AMERICA	17,004.00
			DENTAL COBRA JUL19	296.38
			DENTAL EMPLEE JUL19	16,707.62
146909	07/30/2019	39630	UNUM LIFE INSURANCE CO OF AMERICA	11,783.51
			EMPLYER LIFE INSJUL19	1,594.66
			EMPLYEE LIFE INSJUL19	10,188.85
146910	07/30/2019	81004	VERITRUST	1,600.31
			MICROFILM SERVICES	331.40
			SPECIAL PRO PREP&SCAN	1,268.91
146911	07/30/2019	83076	VISIX INC	1,809.00
			LICSOFT REN 0719-0720	
146913	07/30/2019	64250	WORKERS ASSISTANCE PROGRAM	1,448.08
			EMPLYEE ASSISJUL19	

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146920	07/30/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	9,916.36
			COPIER LEASE FEES	155.57
			COPIER LEASE FEES	155.57
			COPIER CHARGES	17.82
			COPIER LEASE FEES	155.57
			COPIER CHARGES	9.76
			COPIER CHARGES	11.09
			COPIER CHARGES	15.11
			COPIER LEASE FEES	155.57
			LEASE AGREEMENT FOR COPIE	26.69
			ESTIMATED COPIES	6.64
			LEASE AGREEMENT FOR COPIE	255.88
			ESTIMATED COPIES	23.75
			LEASE AGREEMENT FOR COPIE	185.26
			ESTIMATED COPIES	14.41
			LEASE AGREEMENT FOR COPIE	155.57
			COPIER CHARGES	5.87
			COPIER CHARGES	15.02
			LEASE AGREEMENT FOR COPIE	26.69
			ESTIMATED COPIES	41.02
			ESTIMATED COPIES	22.12
			LEASE AGREEMENT FOR COPIE	155.57
			ESTIMATED COPIES	6.14
			LEASE AGREEMENT FOR COPIE	155.57
			LEASE AGREEMENT FOR COPIE	155.57
			ESTIMATED COPIES	7.31
			OPEN PO FOR: DAHILL OFFIC	215.13
			12 MONTHS OVERAGE COPIES	15.64
			COPIER LEASE CP JOB NO. 1	26.69
			ESTIMATED COPY CHARGE	78.13
			LEASE FEE: \$215.13 SERIAL	215.13
			LEASE FEES FOR COPIER	155.57
			LEASE FEE FOR COPIER	215.13
			COPIES FEE	61.16
			COPIES FEE	18.08
			ESTIMATED COPY CHARGE	110.75
			ESTIMATED OVERAGES OPEN P	1.77
			COPIES FEE	22.10
			COPIES FEE	47.45
			ESTIMATED COPIES	2.26
			ESTIMATED COPIES	3.30
			LEASE AGREEMENT FOR COPIE	155.57
			LEASE AGREEMENT FOR COPIE	155.57
			ESTIMATED COPIES	5.19
			ESTIMATED COPIES	10.47
			LEASE AGREEMENT FOR COPIE	155.57
			ESTIMATED COPIES	58.71
			LEASE AGREEMENT FOR COPIE	215.13
			LEASE AGREEMENT FOR COPIE	155.57
			ESTIMATED COPIES	12.59
			ESTIMATED COPIES	2.14
			ESTIMATED COPIES	3.15
			LEASE AGREEMENT FOR COPIE	155.57

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146920	07/30/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	9,916.36
			ESTIMATED COPIES	37.70
			OPEN PURCHASE ORDER-LEASE	215.13
			COPIER LEASE CP JOB NO. 1	26.69
			LEASE FOR COPIER	155.57
			LEASE FOR COPIER	155.57
			LEASE FOR COPIER	155.57
			COPIES FEE	27.06
			COPIES FEE	41.16
			ESTIMATED OVERAGES OPEN P	4.12
			ESTIMATED OVERAGES OPEN P	6.28
			ESTIMATED COPIES FEE \$72.	87.41
			ESTIMATED COPIES FEE \$72.	91.31
			ESTIMATED COPIES FEE \$72.	108.86
			ESTIMATED COPIES	54.54
			ESTIMATED COPIES	63.92
			LEASE AGREEMENT FOR COPIE	155.57
			LEASE AGREEMENT FOR COPIE	155.57
			LEASE AGREEMENT FOR COPIE	155.57
			ESTIMATED COPIES	4.68
			ESTIMATED COPIES	5.50
			OPEN PO FOR: DAHILL OFFIC	215.13
			12 MONTHS OVERAGE COPIES	15.22
			12 MONTHS OVERAGE COPIES	17.43
			OPEN PURCHASE ORDER-LEASE	215.13
			OPEN PURCHASE ORDER-LEASE	215.13
			ESTIMATED COPY CHARGE	31.71
			ESTIMATED COPIES	127.75
			ESTIMATED COPIES	157.94
			ESTIMATED COPIES	214.07
			ESTIMATED COPIES	81.11
			LEASE AGREEMENT FOR COPIE	255.88
			ESTIMATED COPIES	31.26
			ESTIMATED COPIES	22.66
			ESTIMATED COPIES	35.71
			ESTIMATED COPIES	11.23
			LEASE AGREEMENT FOR COPIE	185.26
			ESTIMATED COPIES	21.49
			LEASE AGREEMENT FOR COPIE	215.13
			ESTIMATED COPIES	187.00
			LEASE AGREEMENT FOR COPIE	155.57
			ESTIMATED COPIES	15.14
			LEASE AGREEMENT FOR COPIE	155.57
			ESTIMATED COPIES	2.09
			ESTIMATED COPIES	16.43
			OPEN PURCHASE ORDER-LEASE	215.13
			ESTIMATED COPY CHARGE	139.02
			LEASE FOR COPIER	155.57
			LEASE FEE: \$215.13 SERIAL	215.13
			LEASE FEES FOR COPIER	155.57
			LEASE FEE FOR COPIER	215.13
			COPIES FEE	2.25
			COPIES FEE	55.44



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146920	07/30/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	9,916.36
			ESTIMATED COPY CHARGE	78.97
			ESTIMATED COPY CHARGE	133.71
			COPIES FEE	32.96
146973	07/31/2019	25314	4IMPRINT	2,304.95
			CURVY STYLUS TWIST PEN-ME	261.90
			FREIGHT	10.22
			MINI KEYCHAIN SANITIZER S	337.50
			SET UP CHARGE	31.50
			HANG IN THERE LANYARD-40"	364.50
			SET UP CHARGE	45.00
			FREIGHT	15.35
			FREIGHT	25.99
			FREIGHT	8.65
			SET UP CHARGE	22.50
			BRAIN STRESS RELIEVER	394.20
			SET UP CHARGE	31.50
			SET UP CHARGE	45.00
			FREIGHT	28.37
			FREIGHT	19.47
			SOFT TOUCH ROUND LIP BALM	334.80
			SET UP CHARGE	45.00
			PROMOTIONAL DRAWSTRING SP	283.50
146980	07/31/2019	80775	FRENCH CORNER CATERING INC	242.65
			INVOICE:704327	
146986	07/31/2019	88091	ANDREW ALAN LAMONT	38.00
			ECOBOT	
V146037 void	06/11/2019	82606	CAROL LYNN DUTTON	-81.78
			APRIL MILEAGE	
V146074 void	06/11/2019	85218	JOHANNA LEPS DE JAGER	-59.74
			MAY MILEAGE	
V146219 void	06/18/2019	82606	CAROL LYNN DUTTON	-125.28
			MAY MILEAGE	
V146370 void	06/25/2019	16888	BRUNSWICK PRESS INC	-1,914.00
			22 BUDGET BOOKS FOR THE B	
V146465	07/02/2019	86629	SYED TAYYAB ALI	8.93
			JUNE MILEAGE	
V146467	07/02/2019	11485	PEPI CORPORATION	230.66
			FOG TRAINING 2019	
V146468	07/02/2019	87813	JULIA YVETTE ANDREWS	346.40
			TASB SUMMER LEADERSHI	81.00
			TASB SUMMER LEADERSHI	220.40
			TASB SUMMER LEADERSHI	45.00
V146469 void	07/02/2019	16888	BRUNSWICK PRESS INC	0.00
			FOAM BOARD SIGNS; 14X36"	-850.00
			15 FOAM BOARD SIGNS; 8.5X	160.00
			15 FOAM BOARD SIGNS; 8.5X	-160.00
			FOAM BOARD SIGNS; 14X36"	850.00
V146470	07/02/2019	86771	ECOMET BURLEY	35.41
			REIMB PURCH OFFICE	

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V146471	07/02/2019	17320	BUTLER BUSINESS PRODUCTS	3,624.52
			LASER TONER - BLACK HP 50	164.99
			LASER TONER - YELLOW - 50	245.99
			LASER TONER - BLACK - HP2	126.99
			JR LEGAL RULED PADS	10.78
			SMD15330 SMEAD MANILA FOL	207.70
			BSN43570 - BUSINESS SOURC	201.80
			BICBL11AST - BIC BRITE LI	18.87
			HEWCB541A - HP 125A ORIGI	80.99
			SJN695237 - WINDEX® GLAS	11.60
			LASER TONER - CYAN HP 507	245.99
			BUSINESS COLOR FILE FOLDE	15.19
			HEWCF226A - HP 26A ORIGIN	507.96
			HEWCF280A - HP 80A ORIGIN	114.99
			SCOTCH MAGIC TRANSPARENT	25.77
			RETRACTABLE BOLD BALLPOIN	13.46
			UPDESK CONTROLLER	73.75
			CUSTOM STAMP - TRODAT4750	45.95
			HEWCF280A - HP 80A ORIGIN	229.98
			MMM6756SSUC - POST-IT SUP	31.58
			BSN5215AST - BUSINESS SOU	52.36
			USST5117 TRODAT PROFESSIO	176.97
			STD99683 - STAEDTLER UHU	9.93
			ELI75399- ELITE IMAGE REM	63.89
			ELI75671 ELITE IMAGE REMA	166.69
			AVT75370- ADVANTUS PANEL	11.98
			SMD15330- SMEAD MANILA FO	124.62
			AVT75338- ADVANTUS COLOR	9.25
			SAU05612 SAUNDERS BROWN H	3.54
			BSN36551 BUSINESS SOURCE	2.28
			SPR18205- SPARCO CLEAR VI	72.16
			ELI75670 ELITE IMAGE REMA	166.69
			MODULAR PLUG HANDSET COIL	6.70
			BSN36552 BUSINESS SOURCE	18.40
			BSN36551 BUSINESS SOURCE	7.60
			BSN36550BX BUSINESS SOURC	14.13
			EPIE556 - ELMER'S ALL-PUR	19.88
			BICWOTAP10 - BIC WITE-OUT	19.50
			SAN30001 SHARPIE PEN-STYL	9.15
			ELI75398- ELITE IMAGE REM	63.89
			ELI75397 ELITE IMAGE REMA	63.89
			ELI75669 ELITE IMAGE REMA	166.69
V146475	07/02/2019	20203	AMY LINN COLLINS	169.43
			REIMB PURCH REFRESH	
V146487	07/02/2019	86638	JAMES COLBERT JR	299.98
			2019 UT/TASA SUMMER C	108.00
			2019 UT/TASA SUMMER C	191.98
V146488	07/02/2019	88041	MELISSA MICHELLE JAMES	249.29
			MILEAGE APRIL 2019	224.58
			MILEAGE FEB 04 19	24.71

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V146495	07/02/2019	85571	JONETT EDWARDS MINIEL	1,246.64
			NATIONAL ASSOCIATION	478.49
			NATIONAL ASSOCIATION	616.15
			NATIONAL ASSOCIATION	152.00
V146499	07/02/2019	88124	COLINA CATHERINE POUILLARD	666.52
			SUMMER LEADERSHIP INS	45.00
			SUMMER LEADERSHIP INS	325.96
			SUMMER LEADERSHIP INS	250.56
			SUMMER LEADERSHIP INS	45.00
V146504	07/02/2019	50413	LYNN LOUISE BARNARD RUSSOM	81.20
			MAY MILEAGE	
V146506	07/02/2019	87047	ANDREA L SEGRAVES	344.92
			2019 NATIONAL SCHOLAS	21.92
			2019 NATIONAL SCHOLAS	323.00
V146510	07/02/2019	87485	CHANEY WILLIAMS LEDET	453.20
			FIDELITY CONTINUUM SC	179.00
			FIDELITY CONTINUUM SC	220.20
			FIDELITY CONTINUUM SC	54.00
V146577	07/09/2019	11485	PEPI CORPORATION	269.80
			MEALS NEW EMP ORIENT	49.00
			BRKFST FOR ADV COUNC	220.80
V146578	07/09/2019	83329	JESUS J AMEZCUA	45.00
			ISM SUMMER CONFERENCE	
V146579	07/09/2019	87813	JULIA YVETTE ANDREWS	241.99
			ASCD'S 2019 ASCD CONF	214.50
			JUNE MILEAGE	27.49
V146581	07/09/2019	85534	CARLENE DENISE BEXLEY	124.00
			REIMB OT LIC DUES	

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V146584	07/09/2019	17320	BUTLER BUSINESS PRODUCTS	6,005.31
			28 CAN BOAT TOTE COOLER B	893.97
			YEARS OF SERVICE LAPEL PI	150.50
			TONER,411A-413A,CYM,3/PK	327.99
			TONER CRG,LJ,HP,BLK,DUAL	195.99
			FOLDER,FILE,LTR,1/3,MLA -	6.89
			SETUP CHARGE REORDER SETU	30.00
			8"X4.75X10" WHITE BAGS 10	27.99
			TONER,HP 410A LJ CART,BK	91.99
			FILE,EXP,LTR,5.25,RED - I	11.69
			FOLDER,CLSS,LTR,2/5ROC,2D	70.91
			ATTIVO DUFFEL BAG 20" - 1	912.00
			CUSTOM BUTLER RED BAGS -	96.00
			FREIGHT TUMBLER \$68 - BOA	354.00
			MMM SIGN HERE FLAG DISP R	28.02
			BRT LBL TAPE 3/8", TZ, BL	16.49
			HEW TONER HP507A CYA, #C	245.99
			HEW TONER HP507A, YEL, #	245.99
			CL610 WIPES, PRE-MOISTENE	11.24
			MARKER, PERM, SHARPIE, FN	28.31
			3 PART CARBONLESS PAPER	41.06
			TOM MON COR TAPE MINI 1LN	18.39
			HEW TONER HP507A BLK, #C	164.99
			HEW TONER HO507A, MAG, #	245.99
			PLATES, 10-1/16, ULTRA, P	29.40
			XEROX TONER HI 3260/3215	113.87
			3-PART STRGHT PAPER 8.5X1	34.01
			BRT DESKTOP LABELMAKER #	79.99
			FRIXION GEL, ERS, CLICKR,	22.71
			BSN FILE FOLDER, 1PLY, 1/	15.19
			62028 - PROTECTOR,SH,HW,P	18.84
			199771 EARBUD W/MIC DUAL	17.77
			VIKING NOVA TUMBLER WHITE	715.68
			SETUP CHARGE - MFG# BBP -	120.00
			FILE,EXP,LGL,3.5,EXP,RED	34.27
			CARD,NOTE,IJ,5.5X4.25,ENV	50.40
			EASEL,27X34,40SHT,WHT - I	71.79
			TAPE,CORRECTN,EXACTLINR,1	44.16
			HOLDER,SIGN,STANDUP,8.5X1	34.95
			BRT LBL TAPE, .5", BLK/WH	27.21
			BRT LBL TAPE, .75, X-STR,	22.99
			CF287A TONER, HP 87A LJ C	236.99
			DRIVE, FLASH, USB 2.0, 4G	98.70
V146589	07/09/2019	84592	ANDREA NICHOLE DULWORTH	150.00
			REIMB AOTA MEMBERSHIP	
V146594	07/09/2019	87745	ARTILLA RENE HAUGHTON	62.23
			JUNE MILEAGE	
V146595	07/09/2019	84584	HOLLY LYNN SHAFER	20.30
			JUNE MILEAGE	
V146602	07/09/2019	87581	LENORA LEWIS	11.60
			APRIL MILEAGE	
V146603	07/09/2019	84701	MAYA COVERSON LIVINGSTON	2,362.50
			MAYA LIVINGSTON OPEN	

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V146604	07/09/2019	86893	KIMBERLY ROCHELLE MCLEOD	1,268.73
			SUMMER LEADERSHIP INS	545.08
			SUMMER LEADERSHIP INS	72.00
			SUMMER LEADERSHIP INS	103.50
			SUMMER LEADERSHIP INS	232.87
			SUMMER LEADERSHIP INS	270.28
			SUMMER LEADERSHIP INS	45.00
V146605	07/09/2019	40553	BEATRIZ M MENENDEZ	229.99
			REIMB HFA WKSHOP	
V146606	07/09/2019	87831	JANICE THOMAS OWOLABI	188.15
			JUNE MILEAGE	
V146607	07/09/2019	86870	JONATHAN MICHAEL PARKER	308.96
			2019 UT/TASA SUMMER C	209.96
			2019 UT/TASA SUMMER C	99.00
V146608	07/09/2019	88124	COLINA CATHERINE POUILLARD	160.49
			JUNE MILEAGE	73.95
			MAY MILEAGE	86.54
V146610	07/09/2019	48290	GAYLA RAWLINSON	125.46
			JUNE MILEAGE	
V146614	07/09/2019	84928	ROSA MARIA MADRIGAL	78.88
			APRIL MILEAGE	40.19
			JUNE MILEAGE	9.86
			MAY MILEAGE	28.83
V146617	07/09/2019	84722	GAYLYNN SANDERS	985.24
			JUNE MILEAGE	37.66
			DECEMBER MILEAGE	56.79
			MARCH MILEAGE	139.93
			FEBRUARY MILEAGE	173.24
			JANUARY MILEAGE	185.57
			APRIL MILEAGE	255.97
			MAY MILEAGE	136.08
V146619	07/09/2019	53379	DS WATERS OF AMERICA INC	106.93
			CREDIT DRINKING WATE	-31.80
			DRINKING WATER	4.99
			DRINKING WATER	9.98
			DRINKING WATER	39.92
			DRINKING WATER	39.92
			DRINKING WATER	43.92
V146622	07/09/2019	84863	COLOR ONE SYSTEMS	1,500.00
			9 X 12 POCKET FOLDERS	
V146623	07/09/2019	84583	JANICE S TOYOTA	15.66
			JUNE MILEAGE	
V146624	07/09/2019	80103	CAROL E VAUGHN	34.16
			JUNE MILEAGE	
V146627	07/09/2019	63624	WILLIAM V MACGILL & COMPANY	1,605.60
			HALYARD GLOVES - X-LARGE	421.20
			HALYARD GLOVES - LARGE	451.20
			HALYARD GLOVES-MEDIUM	451.20
			HALYARD GLOVES - SMALL	282.00
V146682	07/16/2019	86629	SYED TAYYAB ALI	17.86
			JUNE MILEAGE	
V146683	07/16/2019	11485	PEPI CORPORATION	478.08
			HEAD START JOB FAIR	

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V146686	07/16/2019	87309	DARLENE ELIZABETH BREAUX TASB SUMMER LEADERSHI	75.15 30.15
			TASB SUMMER LEADERSHI	45.00
V146688	07/16/2019	17320	BUTLER BUSINESS PRODUCTS	950.56
			AVERY READY INDEX CUSTOMI	18.30
			LOTUS SIT STAND WORKSTATI	429.99
			FELLOWES LOTUS DUAL MONIT	152.29
			LORELL ERGO MESH SERIES M	349.98
V146689	07/16/2019	86571	JAMES T DAVIS	250.32
			2019 CTO SUMMER CLINI	205.32
			2019 CTO SUMMER CLINI	45.00
V146696	07/16/2019	84421	HOT SHOT DELIVERY INC	578.37
			POSTAGE	102.97
			POSTAGE	433.04
			POSTAGE	42.36
V146697	07/16/2019	88041	MELISSA MICHELLE JAMES	37.64
			LOCAL MILEAGE	
V146705	07/16/2019	83526	ROSA MARIA PACHECO	114.35
			JULY MILEAGE	5.22
			FEBRUARY MILEAGE	9.16
			JANUARY MILEAGE	18.33
			APRIL MILEAGE	9.16
			MAY MILEAGE	9.16
			MAY MILEAGE	9.16
			APRIL MILEAGE	17.52
			FEBRUARY MILEAGE	9.16
			MARCH MILEAGE	9.16
			APRIL MILEAGE	9.16
			JUNE MILEAGE	9.16
V146709	07/16/2019	84234	YARITZA ROMAN	266.00
			ISM RIO GRANDE VALLEY	194.00
			ISM RIO GRANDE VALLEY	72.00
V146711	07/16/2019	84863	COLOR ONE SYSTEMS	49.00
			BUSINESS CARDS, 1 SIDED,	
V146785	07/23/2019	11485	PEPI CORPORATION	680.63
			FALL FESTIVAL: VENDOR # 1	618.75
			DELIVERY CHARGES	61.88
V146786	07/23/2019	83079	ANGELA PATRICE HIDER	26.00
			REIMB SNACKS PURCH	
V146787	07/23/2019	87811	BRENDA LEE ARTEAGA	167.86
			2018TEXAS ASPIRES IMP	
V146788	07/23/2019	52395	KATHRYN A BAKER	69.60
			JUNE MILEAGE	
V146789	07/23/2019	81273	TRACEY D BARR	8.25
			REISSUE CHECK	
V146790	07/23/2019	87309	DARLENE ELIZABETH BREAUX	865.44
			CONFLICT MANAGEMENT A	62.69
			CONFLICT MANAGEMENT A	153.00
			CONFLICT MANAGEMENT A	649.75

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V146791	07/23/2019	17320	BUTLER BUSINESS PRODUCTS	10,660.97
			SURVIVAL GET READY KIT -	5,600.00
			PAINTERS CLOTH - CLOTH	712.00
			CAN OPENER MANUAL METAL -	100.00
			ERASER, PCL SHAPE, 36CT	185.65
			BSN36665-BUSINESS SOURCE	19.18
			TOP63950-TOPS DOCKET GOLD	478.40
			BSN65639-BUSINESS SOURCE	109.80
			SAN27025-SHARPIE ACCENT H	243.50
			OIC99100-OIC BINDER CLIPS	22.70
			BSN32953-BUSINESS SOURCE	83.90
			MMM654YW-POST-IT NOTES 3X	177.60
			DIA00685-DIAL PROFESSIONA	304.20
			HEWCE505D-HP05A ORIGINAL	1,079.94
			SW135450-SWINGLINE S.F.4-	27.00
			BSN36551-BUSINESS SOURCE	0.76
			WIPES - 911112EA	310.00
			FELT, X12, AST	204.30
			LANYARD, W/HOOK,BLK	96.93
			ZEB22210-ZEBRA PEN Z-GRIP	11.46
			ZEB22230-ZEBRA PEN A-GRIP	6.29
			HEWCE278D-HP78A ORIGINAL	317.98
			HEWCF400X-HP201X ORIGINAL	98.99
			HEWCF402X-HP201X ORIGINAL	109.99
			BRTTN430-BROTHER TN430 OR	63.99
			MMM653YW-POST IT NOTES 1.	77.25
			ZEB22220-ZEBRA PEN Z-GRIP	183.36
			BSN65638-BUSINESS SOURCE	35.80
V146797	07/23/2019	20203	AMY LINN COLLINS	26.10
			JUNE MILEAGE	
V146805	07/23/2019	83350	WRIGHT EXPRESS FINANCIAL SVC CORP	1,611.53
			JUN19EXXON GASOLINE	
V146806	07/23/2019	87432	MARIA V FUENTEZ	135.00
			REIMB TATNS CONF	
V146809	07/23/2019	84593	PATRINA BATTLE HAYES	75.00
			REIMB TATNW CONF	
V146821	07/23/2019	86920	MERCEDES CECILIA LOVE	297.00
			LOVE & LOGIC FOR THE	
V146823	07/23/2019	88043	JERI MICHELLE MARTINEZ	37.67
			JUNE MILEAGE	
V146824	07/23/2019	87721	ANTHONY TYWAUN MAYS	515.75
			ASSOCIATION OF RECOVER	230.75
			LOVE AND LOGIC FOR TH	285.00
V146830	07/23/2019	53379	DS WATERS OF AMERICA INC	29.94
			WATER REFRESHMENTS	
V146831	07/23/2019	86939	TAMMY SETSUKE TAKAISHI	5.80
			JUNE MILEAGE	
V146835	07/23/2019	64009	AMANDA M WINTON	50.00
			REISSUE CHECK	
V146836	07/23/2019	64008	TANYA S WISE	71.00
			REIMB NT AUTISM	
V146922	07/30/2019	86629	SYED TAYYAB ALI	8.93
			JULY MILEAGE	

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V146923	07/30/2019	11485	PEPI CORPORATION	808.43
			MEALS NEW EMPL ORIENT	49.55
			SFC MEALS	373.50
			SFC MEALS	142.00
			SFC MEALS	243.38
V146927	07/30/2019	87309	DARLENE ELIZABETH BREAU	1,359.01
			FEBRUARY MILEAGE	162.81
			MAY MILEAGE	273.82
			APRIL MILEAGE	65.31
			OCTOBER MILEAGE	120.66
			JANUARY MILEAGE	170.69
			SEPTEMBER MILEAGE	45.78
			JUNE MILEAGE	83.87
			DECEMBER MILEAGE	125.68
			MARCH MILEAGE	148.25
			NOVEMBER MILEAGE	162.14
V146928	07/30/2019	17320	BUTLER BUSINESS PRODUCTS	3,182.83
			ROUND PILL HOLDER RED WHI	246.00
			MINI GRIP TAPE MEASURE KE	324.00
			SETUP CHARGE MINI TAPE ME	55.00
			SETUP CHARGE ROUND PILL H	55.00
			PRO WEBCAM WITH PRIVACY S	165.96
			PORTFOLIO, POLY, 3 PRG	72.00
			BSN36665 BUSINESS SOURCE	19.18
			PAP89466 PAPER MATE RETRA	13.35
			PAP89465 PAPER MATE RETRA	13.35
			SILICONE LANYARD W/ PHONE	630.00
			SETUP CHARGE SILICONELANY	50.00
			FREIGHT PHONE HOLDER \$37.	112.00
			VIVE COMB KEYBOARD ITEM:K	122.48
			PORTFOLIO, POLY, 3 PRG	72.00
			IBMTG85P7008 IBM REMANUF	137.78
			PAP89467 PAPER MATE PROFI	13.45
			PAP1746324 PAPER MATE BOL	16.86
			PORTFOLIO, POLY, 3 PRG	72.00
			PORTFOLIO, POLY, 3 PRG	72.00
			DIX13830 TICONDEROGA PRES	11.53
			SJN682256 ZIPLOC® BRAND S	44.19
			PAP1746325 PAPER MATE BOL	16.86
			PAP1746326 PAPER MATE BOL	16.86
			DRAWSTRING BACKPACKS	357.00
			HEWCF287A HP 87A ORIGINAL	473.98
V146929	07/30/2019	86680	TONI DENISE CANDIS	54.00
			OSTI-CON CONFERENCE	
V146933	07/30/2019	88047	DANIELLE ELIZABETH CLARK	418.00
			NSPRA 2019 (NATIONAL	
V146934	07/30/2019	82931	VICTORIA CORTINAS	27.96
			JUNE MILEAGE	
V146935	07/30/2019	86087	JOANNE BOOKER CRANE	150.00
			REIMB RESNA WKSHP	
V146936	07/30/2019	62916	JOHN WEBER	3,600.00
			SERVICES AGREEMENT AT RAT	



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V146937	07/30/2019	86523	ANNE M DOUBEK REIMB AOTA MEMBERSHIP	225.00
V146941	07/30/2019	80634	TRINA S'ZELLE FINLEY PARKING FOR CASE DEBA	4.00
V146943	07/30/2019	82863	GABRIELLE GARDNER MAY MILEAGE	632.87 19.02
			APRIL MILEAGE	30.39
			APRIL MILEAGE	65.89
			MAY MILEAGE	17.98
			MAY MILEAGE	32.25
			APRIL MILEAGE	54.29
			JUNE MILEAGE	17.86
			APRIL MILEAGE	42.51
			APRIL MILEAGE	43.15
			MAY MILEAGE	19.60
			MAY MILEAGE	24.24
			MAY MILEAGE	27.55
			MAY MILEAGE	77.60
			APRIL MILEAGE	80.21
			MAY MILEAGE	80.33

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V146946	07/30/2019	87046	FRANCES COTANYA HESTER	1,127.38
			JUNE MILEAGE	8.93
			JUNE MILEAGE	12.53
			FEBRUARY MILEAGE	12.99
			APRIL MILEAGE	12.99
			APRIL MILEAGE	12.99
			FEBRUARY MILEAGE	15.31
			MAY MILEAGE	17.05
			MAY MILEAGE	35.03
			SEPTEMBER MILEAGE	95.59
			OCTOBER MILEAGE	186.77
			APRIL MILEAGE	12.53
			MARCH MILEAGE	12.99
			APRIL MILEAGE	12.99
			APRIL MILEAGE	12.99
			APRIL MILEAGE	15.78
			FEBRUARY MILEAGE	18.21
			MAY MILEAGE	40.77
			MAY MILEAGE	92.80
			NOVEMBER MILEAGE	112.32
			FEBRUARY MILEAGE	12.99
			FEBRUARY MILEAGE	12.99
			FEBRUARY MILEAGE	12.99
			APRIL MILEAGE	12.99
			APRIL MILEAGE	12.99
			MAY MILEAGE	12.99
			FEBRUARY MILEAGE	14.38
			APRIL MILEAGE	17.86
			DECEMBER MILEAGE	49.05
			JANUARY MILEAGE	144.30
			JUNE MILEAGE	2.32
			MARCH MILEAGE	7.19
			MARCH MILEAGE	8.93
			MARCH MILEAGE	8.93
			MAY MILEAGE	25.69
			APRIL MILEAGE	29.23
V146948	07/30/2019	83991	HOUSTON EAST END CHAMBER FOUNDATION	300.00
			MEMBERSHIP	
V146950	07/30/2019	88041	MELISSA MICHELLE JAMES	18.15
			APRIL MILEAGE	
V146953	07/30/2019	84701	MAYA COVERSON LIVINGSTON	3,018.75
			MAYA LIVINGSTON OPEN	
V146955	07/30/2019	88043	JERI MICHELLE MARTINEZ	435.70
			NSPRA NATIONAL SEMINA	342.00
			NSPRA NATIONAL SEMINA	93.70
V146956	07/30/2019	39910	LAURA KAYE MCFARLAND	135.00
			REIMB TATN CONFE	
V146957	07/30/2019	86078	MELINDA EMELIA MCGOULDRIK	350.00
			REIMB HALF OT LIC	125.00
			REIMB AOTA MEMBERSHIP	225.00
V146958	07/30/2019	40553	BEATRIZ M MENENDEZ	124.00
			REIMB HALF OT LIC	

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**Fund: 1999 - GENERAL FUND**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146961	07/30/2019	86870	JONATHAN MICHAEL PARKER ASSOCIATION OF RECOVE	230.75
V146962	07/30/2019	47923	QSS, L.C CAMERA SYSTEM UPGRADE AT	20,842.49
V146965	07/30/2019	49632	CANDACE H RIEDER REIMB TATN CONFE	75.00
V146969	07/30/2019	84583	JANICE S TOYOTA REIMB AOTA MEMBERSHIP	225.00
V146970	07/30/2019	80103	CAROL E VAUGHN NPSRA NATIONAL SEMINA NPSRA NATIONAL SEMINA	376.27 34.27 342.00
V146971	07/30/2019	86994	JANET BAILEY WACHS JUNE MILEAGE	17.52

Number of checks in fund 1999 - GENERAL FUND: **242**

Amount total:      **808,253.55**

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<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146423	07/02/2019	13871	AT&T CORP PHONE 061319071219	138.94
146424	07/02/2019	14141	AZTEC TENTS & EVENTS CHAIR FOLDING RESIN WHITE SET UP CHAIRS DELIVERY TO BAYTOWN WALL FRAMES TABLE 8 X 30 BANQUET DAMAGE WAIVER SHIPPING AND HANDLING FRAME TENT WATER BARREL TABLE 8 X 30 BANQUET SETUP TABLES TABLES AND CHAIRS	994.94 112.41 31.22 52.73 84.00 39.97 24.68 7.33 377.47 66.61 53.29 15.54 129.69
146426	07/02/2019	14892	CITY OF BAYTOWN WATER READ 06/03	342.01
146427	07/02/2019	88285	SARAH BUKURU HS HEALTH SCREENING	25.00
146429	07/02/2019	18491	CENTERPOINT ENERGY GAS 040119050119	43.94
146430	07/02/2019	84158	CENTRAL TELEPHONE COMPANY OF TEXAS PHONE 061119071019	397.82
146434	07/02/2019	87392	ENGIE RESOURCES INC ELECTRIC 051319061219	937.34
146436	07/02/2019	87470	FRONTIER SOUTHWEST INCORPORATED PHONE 052019061919 PHONE 061919071819	491.20 168.18 323.02
146437	07/02/2019	86562	HARRIS COUNTY FWSD #51 WATER 052119062019	30.04
146438 void	07/02/2019	86598	HDW PRUETT TX LLC BACK RENT & LATE FEES BACK RENT & LATE FEES	0.00 -12,665.50 12,665.50
146440	07/02/2019	32921	CITY OF HOUSTON HEALTH PERMITS FOR FIFTH WAR COOLWOOD PERMITS	646.76 323.38 323.38

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146442	07/02/2019	32531	HOUSTON ISD-FOOD SVCS DEPARTMENT ADULT FOOD AT ISD SITES:	724.50
			ADULT FOOD AT ISD SITES:	563.50
146443	07/02/2019	33941	INDUSTRIAL FIRE EQUIPMENT COMPANY SAFETY INSPECTION AND TAG	161.00
146446	07/02/2019	87249	LIQUID ENVIRONMENTAL OF TEXAS LLC QUARTERLY GREASE TRAP CLE	104.50
146451	07/02/2019	46834	CECILE PORCHE-PETTY CASH CUSTODIAN GENERAL SUPPLIES	200.00
146453 void	07/02/2019	88238	ROSA A QUINONES ORTIZ	8.00
			MAY MILEAGE	0.00
			APRIL MILEAGE	-29.58
			APRIL MILEAGE	-42.92
			APRIL MILEAGE	-55.68
			APRIL MILEAGE	42.92
			APRIL MILEAGE	55.68
			MAY MILEAGE	29.58
146459	07/02/2019	81224	TX DEPT OF FAMILY AND PROTECTIVE CHILD CARE FEE SCHED	338.00
			CHILD CARE FEE SCHEDU	245.00
				93.00
146463	07/02/2019	87916	ZENITH PREMIER INC	888.00
			CONTRACTED SERVICES AGREE	296.00
			CONTRACTED SERVICES AGREE	592.00
146516	07/09/2019	13871	AT&T CORP	260.67
			PHONE 062119072019	154.11
			PHONE 061919071819	106.56
146522	07/09/2019	18491	CENTERPOINT ENERGY	180.45
			GAS 052019061919	67.27
			GAS 053119062819	113.18
146528	07/09/2019	87392	ENGIE RESOURCES INC	4,159.03
			ELECTRIC 052119062019	872.73
			ELECTRIC 052119062019	338.82
			ELECTRIC 052119062019	1,051.55
			ELECTRIC 052219062119	440.49
			ELECTRIC 052119062019	1,019.96
			ELECTRIC 052119062019	435.48
146535	07/09/2019	85783	HARRIS COUNTY WATER CONTROL AND WATER 052419062619	28.50
146537	07/09/2019	33040	CITY OF HOUSTON WATER	135.42
			WATER READ 062319	26.85
			WATER READ 062119	108.57
146543	07/09/2019	37208	CITY OF LA PORTE	64.23
			WATER 06/19	
146570	07/09/2019	61927	VERIZON WIRELESS	1,316.28
			WIRELESS 052319062219	
146572	07/09/2019	62751	WASTE MANAGEMENT	825.74
			MONTHLY WASTE JULY19	79.45
			MONTHLY WASTE JUNE19	142.89
			MONTHLY WASTE JUNE19	214.36
			MONTHLY WASTE JUNE19	95.26
			MONTHLY WASTE JUNE19	150.89
			MONTHLY WASTE JUNE19	142.89
146638	07/16/2019	87353	AQUA TEXAS INC	33.73
			WATER READ 062619	

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146639	07/16/2019	82517	A-ROCKET MOVING & STORAGE	15,013.83
			EQUIPMENT (1 DAY) SPECIAL	1,861.67
			MATERIALS (PREP MATERIALS	302.35
			MATERIALS (PREP MATERIALS	102.48
			PERSONNEL (1 DAY)	356.71
			PREP MATERIALS AND DELIVE	15.15
			BAYTOWN SHED MOVE TO NEW	1,200.00
			PERSONNEL (1 DAY)	9,802.09
			PERSONNEL (1 DAY)	919.51
			EQUIPMENT (1 DAY) SPECIAL	351.05
			EQUIPMENT (1DAY) SPECIAL	102.82
146640	07/16/2019	13871	AT&T CORP	789.74
			PHONE 062719072619	106.54
			PHONE 062719072619	554.77
			PHONE 062719072619	128.43
146643	07/16/2019	16240	BOSWORTH PAPERS INC	476.80
			LETTER SIZE PAPER # 20402	155.60
			DUAL PURPOSE PAPER #20402	311.20
			SHIPPING & HANDLING	10.00
146645	07/16/2019	18165	CDW GOVERNMENT INC	222.08
			TRIPP LITE UPS WEB MANAGE	
146646 void	07/16/2019	18491	CENTERPOINT ENERGY	0.00
			GAS 060319070219	-101.64
			GAS 060319070219	101.64
146648	07/16/2019	85300	CHILDCARE CAREERS LLC	2,236.10
			CONTRACTED SERVICES AGREE	
146653	07/16/2019	87392	ENGIE RESOURCES INC	874.57
			ELECTRIC 053119070119	
146654	07/16/2019	85146	JOURNEY OF FAITH UNITED METHODIST	4,000.00
			MONTHLY RENTAL FEE FEB.1-	
146655	07/16/2019	29920	HARRIS COUNTY TREASURER	50.00
			MONTHLY RENTAL FEE FEB. 1-	
146656	07/16/2019	86598	HDW PRUETT TX LLC	12,665.90
			BACK RENT & LATE FEES	
146661	07/16/2019	32920	CITY OF HOUSTON HEALTH DEPARTMENT	9,646.50
			MONTHLY RENTAL FEE FEB.1-	3,765.00
			MONTHLY RENTAL FEE FEB. 1	5,881.50
146662	07/16/2019	33941	INDUSTRIAL FIRE EQUIPMENT COMPANY	254.50
			REMOVAL OF PERMIT	
146664	07/16/2019	83870	KQC INVESTORS, LLC	53,748.23
			MONTHLY RENTAL FEE FEB 1-	3,700.23
			BAYTOWN HS/EHS LEASE PAYM	11,747.00
			BAYTOWN HS/EHS LEASE PAYM	11,747.00
			BAYTOWN HS/EHS LEASE PAYM	11,747.00
			MONTH RENTAL FEE FEB.1, -	5,487.00
			MONTHLY RENTAL FEE FEB.1-	9,320.00
146667	07/16/2019	87249	LIQUID ENVIRONMENTAL OF TEXAS LLC	749.32
			QUARTERLY GREASE TRAP CLE	520.00
			QUARTERLY GREASE TRAP CLE	229.32

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146668	07/16/2019	86888	LONG PLAN PRINTING INC	420.00
			LA PORTE HEAD START PICKE	180.00
			10WX30H ECONOMY STAKES	30.00
			10WX30H ECONOMY STAKES	30.00
			TIDWELL HEAD START PICKET	180.00
146670	07/16/2019	44980	OTC DIRECT INC - JOB NO 16/057KC	551.17
			13708343- DR SEUSS HATS	17.59
			13682963- DR SEUSS STICKE	6.19
			5/1718 - TREASURE ASSSORT	112.19
			137022852- SUPERHERO STAM	7.29
			13678879- DR DEUSS TREE P	25.79
			12/1350- \$100 BALL	9.29
			13768720- WATRCLR DOGTAG	6.19
			13616806- SUPER SUNGLASSE	9.99
			24/2513-SUPERHERO SAYIN B	5.48
			13719514- PAW PRINT BRACE	14.58
			13736500 - SUPERHERO RING	6.69
			25/319-PEPPERMINT SWIRL H	20.76
			16/673- 3 MIN SAND TIME	9.99
			39/975- DINOSAUR EGGS	13.39
			48/1921 GOOGLE EYES	9.99
			13748243- CONFETTI GLITTE	8.47
			12/3175- JUNGLE ANIMAL FI	7.29
			5/904- BRIGHT TOY ASSORT	14.09
			13685676- CHEST	28.17
			13647056- RAINBOW BALL	13.39
			13661095- FUN/GAMES ASSOR	36.89
			13772651- EMOJI RUBBER BR	8.29
			16/1099- SUPERHERO DUCKIE	7.29
			13805124- CATEPILLAR COUN	17.59
			57-6214 DIY MASKS	3.99
			24/2254- FUN BAND ASSORT	29.99
			4/8037- SUPER TOY ASSORT	14.49
			24/2682- GOOD CHARACTER B	7.29
			58/37- SEA LIFE CREATUR	11.98
			13661080- PUTTY/SLIME ASS	26.59
			5/1647- SCHOOL TREASURE A	19.99
			13674034- BLOCK PLAY SET	15.79
			13654111- STAR STICKERS	4.19
146671	07/16/2019	86862	PS LIGHTWAVE INC	3,942.62
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	337.53
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	337.53
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	325.72
			MONTHLY PHONE/DATA LINES	323.53
			MONTHLY PHONE/DATA LINES	337.53
			MONTHLY PHONE/DATA LINES	325.72
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	337.53
			MONTHLY PHONE/DATA LINES	337.53

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146672	07/16/2019	48800	RELIANT ENERGY ELECTRIC 051619061719	296.78
146678	07/16/2019	62751	WASTE MANAGEMENT MONTHLY WASTE JULY19	95.26
146681	07/16/2019	87916	ZENITH PREMIER INC CONTRACTED SERVICES AGREE	1,480.00
146715	07/16/2019	18491	CENTERPOINT ENERGY GAS 060319070219	101.64
146732	07/23/2019	82495	COMCAST CORPORATION PHONE 071019080919	236.94
146746	07/23/2019	27819	HARRIS COUNTY FWSD WATER 052219062019	167.67
146760	07/23/2019	82060	METROPOLITAN LANDSCAPE MGMT INC CLEAN UP BAYTOWN	416.25
146762	07/23/2019	88260	MCGRATH RENTCORP PORTABLE STORAGE	113.90
146768	07/23/2019	47623	PROFESSIONAL FONE MANAGEMENT INC PHONE AND DATA SERV PHONE AND DATA SERV	308.00 103.00 205.00
146772	07/23/2019	88238	ROSA A QUINONES ORTIZ APRIL MILEAGE MAY MILEAGE APRIL MILEAGE	128.18 42.92 29.58 55.68
146779	07/23/2019	81224	TX DEPT OF FAMILY AND PROTECTIVE CHILD CARE FEE SCHED CHILD CARE FEE SCHED CHILD CARE FEE SCHED	459.00 155.00 145.00 159.00
146845	07/30/2019	10248	ACE MART RESTAURANT SUPPLY CO FREIGHT SALAD FORK FLAW-SF STEAM TABLE COVER STAINLE KNIFE SHARPENER HANDHELD PLASTIC PLATE COP43504T P TEASPOON FLAW-TEA NAPPIE OATMEAL BOWL 10 OZ	194.28 35.00 4.98 5.53 9.75 58.26 3.84 76.92
146851	07/30/2019	13871	AT&T CORP PHONE 070719080619 PHONE 070719080619 PHONE 071319081219	433.27 36.28 254.79 142.20
146852	07/30/2019	14892	CITY OF BAYTOWN WATER READ 06/28	77.37
146857	07/30/2019	18491	CENTERPOINT ENERGY GAS 061119071219 GAS 061119071619	90.38 41.78 48.60
146858	07/30/2019	84158	CENTRAL TELEPHONE COMPANY OF TEXAS PHONE 071119081019	438.49
146866	07/30/2019	87392	ENGIE RESOURCES INC ELECTRIC 061219071219 ELECTRIC 061119071119	1,315.65 802.72 512.93
146874	07/30/2019	86562	HARRIS COUNTY FWSD #51 WATER 062019071919	30.04

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**Fund: 2059 - HEAD START**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146879	07/30/2019	32531	HOUSTON ISD-FOOD SVCS DEPARTMENT ADULT FOOD AT ISD SITES:	1,035.50 381.00
			ADULT FOOD AT ISD SITES:	490.00
			ADULT FOOD AT ISD SITES:	164.50
146912	07/30/2019	86242	WCA WASTE CORPORATION WASTE 052219073119	390.94
V146466	07/02/2019	87502	ASHLYN D NEAN ALLISON MAY MILEAGE	76.56 25.52
			APRIL MILEAGE	51.04
V146471	07/02/2019	17320	BUTLER BUSINESS PRODUCTS	1,080.74
			MANILA FOLDERS #BSN17525	6.89
			WIREBOUND NOTEBOOK #MEA59	32.30
			RETRACTABLE PENS #BICVCG1	12.76
			STAINLESS SCISSORS #BSN65	1.69
			HP131A #HEWCF213A	187.98
			HP410A TONER #HEWCF410A	183.98
			CLOROX BLEACH #CLO30966CT	49.08
			STANDARD STAPLES #BSN6564	1.50
			LETTER-SIZE FOLDERS #OXF5	16.61
			CUTTING MATS #CUIRM182	18.10
			1 SUBJECT NOTEBOOKS #RED3	21.00
			HP131A TONER #HEWCF212A	187.98
			TOWELS #GJO21100	254.90
			EVERYDAY CLEANER #SJN3002	36.29
			BATH TISSUE #GJO1100096	49.34
			HP 131X TONER #HEWCF210X	94.99
			HP 131A TONER #HEWCF211A	93.99
			CAN LINERS #GJO01756	77.18
			TALL KITCHEN BAGS #CLO785	239.85
			CREDIT INVOICE	-529.99
			CREDIT INVOICE	-74.99
			GEL PEN #PAP1951639	7.49
			GEP PEN #PAP1951636	29.49
			PREPRINTED SELF-FLAGS #SP	8.58
			POST-IT FLAGS #MMM680PPBG	12.19
			BALLPOINT PENS #PAP89465	13.35
			BINDER #AVE06401	67.17
			FACIAL TISSUE #GJO26100	38.78
			FABULOSO CLEANER #CPC5304	17.25
			CREDIT INVOICE	-74.99
V146483	07/02/2019	86933	HARDIES FRUIT & VEGETABLE CO STUDENT FOOD - OPEN PURCH	134.13 40.72
			STUDENT FOOD - OPEN PURCH	93.41
V146485	07/02/2019	31720	COPELAN SERVICES INC INT RODENT	715.00 15.00
			FIRE ANTS TREATMENT	165.00
			PLAYGROUND ANTS	275.00
			INT/EXT RODENT	65.00
			COMMERCIAL RODENT	65.00
			COMMERCIAL RODENT	65.00
			INT/EXT RODENT	65.00
V146491	07/02/2019	83846	JAMESE HAKIA STANCILL MAY MILEAGE	84.68



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V146496	07/02/2019	83631	MARISSOL MONTALVO MAY MILEAGE	22.62
V146498	07/02/2019	83590	CESILIA A PEREIRA APRIL MILEAGE MAY MILEAGE	333.50 151.38 182.12
V146500	07/02/2019	47923	QSS, L.C WALL MOUNT OF TECH RE	276.19
V146501	07/02/2019	87753	LESLIE A RAMOS MAY MILEAGE	24.36
V146503	07/02/2019	84978	CHLOE DENAE NOLASCO MAY MILEAGE	332.92
V146505	07/02/2019	86515	MELVINA SAMUEL MAY MILEAGE	13.92
V146508	07/02/2019	86641	ADRIANA CRUZ MAY MILEAGE	46.98
V146509	07/02/2019	63480	MELISSA FRIEDERICHS WILDER APRIL MILEAGE	16.82
V146576	07/09/2019	87502	ASHLYN D NEAN ALLISON MARCH MILEAGE	39.44
V146582	07/09/2019	86597	RAMONA PHAE BURTON JUNE MILEAGE	57.42

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V146584	07/09/2019	17320	BUTLER BUSINESS PRODUCTS	3,549.61
			HP410A YELLOW TONER #HEWC	120.99
			BALLPOINT PENS #BICGSM609	11.30
			LOCKING SLANT BINDERS #CR	131.22
			HP 410A TONER MAGENTA #HE	120.99
			CLEAR PACKING TAPE #BSN64	50.68
			ASTROBRIGHT CARD STOCK #N	51.24
			ALL PURPOSE SCISSORS #ACM	18.50
			GEL PENS #PENBL107C	39.38
			HP305A TONER #HEWCE413A	131.99
			HP410 A TONER #HEWCF410A	91.99
			HP 410 CYAN TONER #HEWCF4	120.99
			TRANSPARENT GLOSSY TAPE #	23.34
			AVERY MAILING LABELS #AVE	37.35
			HP 80 TONER #HEWCF280A	229.98
			HP305A TONER #HEWCE410	91.99
			HP80 TONER #HEWCF280A	229.98
			HP305A TONER #HEWCE411A	131.99
			CARDSTOCK PAPER #PAC10118	16.75
			SNAP COVER FOLDERS #ASH90	29.18
			SAFETY ORGANIZER #SAU0058	90.93
			DESKTOP CALCULATOR #CNMLS	10.60
			BUSINESS SOURCE 1/4 #BSN6	16.00
			PAWPRINT BOARD TRIM #TCR4	27.58
			EXPO CHISEL MARKERS #SAN8	6.72
			MONTHLY DESK CALENDAR #RE	24.40
			BIC BALLPOINT PENS #BICGS	5.65
			ELITE TONER #ELI75806	84.89
			AVERY PROTECTORS #AVE7509	17.74
			FILE JACKETS #SMD89610	36.34
			EXPANDING FILE # MEA35170	13.41
			ALAR CLOCK #LLR60998	53.43
			BORDER SHAPE #CDP108273	7.60
			SCALLOPED BORDER #CDP1082	7.60
			CRAYOLA MARKERS #CYO58781	7.05
			MANILA FOLDERS #BSN17525	6.89
			AVERY LABELS #AVE5160	26.83
			ROLL FILM #GBC3748203EZ	193.96
			RETRACTABLE GEL INK #PIL3	13.99
			GEL INK PENS #PIL31021	13.99
			GEL INK PENS #PIL31020	13.99
			HANDHELD CALCULATOR #CNML	62.58
			SCALLOPED BORDER #CDPCD14	12.88
			SCALLOPED BORDER # CDP108	7.60
			SCALLOPED BORDER #CDP1082	7.60
			SCALLOPED BORDER #CDP1082	7.60
			HP LASERJET PRO M477FDN P	579.00
			TAPE DISPENSER #MMMC60BK	20.72
			STANDARD STAPLES #BSN6565	3.36
			POP-UP NOTES #MMMR33024VA	33.71
			LEGAL PADS #NAT00863	18.73
			LEGAL RULED PADS #NAT0086	24.62
			METAL STAPLER #BOSB515BLA	71.82

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**Fund: 2059 - HEAD START**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146584	07/09/2019	17320	BUTLER BUSINESS PRODUCTS	3,549.61
			CLIPS #BSN01605	13.08
			GEL PENS #PENBL107A	39.38
			RING BINDER #BSN09955	38.50
			CLEAR TAPE #DUC282195	32.93
			ADHESIVE NOTES #BSN36612	3.09
			HP305A TONER #HEWCE412A	131.99
			GEM CLIPS #BSN01605	4.36
			GIANT CLIPS #BSN01604	4.90
			GEL WRIST AND MOUSE PAD #	32.17
			3 HOLE PUNCHED PORTFOLIOS	9.94
			POP-UP DISPENSER NOTES #M	6.76
			LABELS #AVE30600	7.59
			SHARPIE MARKERS #SAN22478	9.63
			BALLPOINT PENS #BICGSM609	5.65
V146601	07/09/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	331.12
			FOIL, HEAVY, ROLL 684-400	54.22
			STRAW, SLIM/MILK 790-5102	41.61
			CUTLERY, FORK BULK WHT 78	7.90
			CUTLERY, SPOON, BULK WHT	7.90
			BAG, GALLON SIZE SEAL 771	15.71
			PLATE, 9" NON LAM WHT 762	14.85
			FILM, CLING CUTTER BX 004	26.02
			PAD, SCRUBBER GRN 566-300	2.29
			WIPER, BLUE, TOWEL 674-70	20.54
			CUP 4OZ FOAM 939-7676	39.76
			LINER, 60 GALL WHT 573-90	37.02
			NAPKIN, BEV, WHT 1 PLY 67	63.30
V146626	07/09/2019	63480	MELISSA FRIEDERICHS WILDER	152.54
			MAY MILEAGE	

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**Fund: 2059 - HEAD START**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146688	07/16/2019	17320	BUTLER BUSINESS PRODUCTS	4,925.44
			HP 11X TONER #HEWQ6511X	281.99
			MULTIFOLD TOWELS #GJO2110	76.47
			ROLL TOWELS #GJO22600	128.76
			TOILET BRUSH CADDY #IMP33	4.08
			RUBBER BANDS #BSN3314LB	1.79
			RUBBER BANDS #BSN15748	4.11
			CHISEL POINT STAPLES #BSN	2.25
			MAGIC TAPE #MMM810341296	2.59
			BATH TISSUE #KCC20032	131.92
			SELF EASEL PADS #BSN38592	88.82
			HP 78 INK #HEWC6578DN	191.97
			HP 80A TONER #HEWCF280A	114.99
			COPY PAPER #BSN36591CT	178.00
			BALLPOINT PEBICGSM609BK	5.65
			MANILA FOLDERS #BSN17525	34.45
			HEAVY DUTY TRASH BAGS #GJ	166.14
			RECYCLE CAN LINERS #NAT00	332.46
			ELITE TONER #ELI75806	84.89
			HP 26 TONER #HEWCF226A	253.98
			ROUND RING BINDER #BSN099	15.95
			1/3 MANILA FOLDERS #BSN17	20.67
			DISINFECTING WIPES #RAC80	30.20
			D-RING BINDER #BSN28445	103.44
			VERTICAL FOLDERS #SMD7022	16.69
			HP11A TONER #HEWQ6511A	366.88
			HP 80 TONER #HEWCF280A	114.99
			LAMINATING FILL POUCHES #	76.24
			BLEACH #CLO30770	74.07
			KLEENEX FACIAL TISSUE #KC	104.24
			ANTIMICROBIAL SOAP #DIA82	75.04
			HP 45 INK #HEW51645A	173.97
			COLORED DIVIDERS #AVE1110	11.00
			ROLLERBALL PENS #ITA39390	13.13
			FRAME CORK BOARD #LLR1976	125.72
			HEAVY DUTY TAPE #MMM38506	42.98
			RETRACTABLE PENS #PIL3127	79.44
			HP 80 TONER #HEWCF280A	229.98
			HP 410A TONER #HEWCF410A	183.98
			HP410 TONER YELLOW #HEWCF	241.98
			HP80X TONER BLACK #HEWCF2	196.99
			AVERY BINDERS #AVE05711	7.55
			INVISIBLE TAPE #BSN32953	16.78
			FINE RETRACTABLE PENS #PI	79.44
			COPY PAPER #BSN36591CT	133.50
			PAPER FLOWERS CALENDAR #A	55.96
			BULLETIN BOARD #QRT2307	188.05
			ALKALINE AAA BATTERIES #E	11.99
			3-TIER MESH DESK TRAY #LL	20.99
			POWER DUSTER #BSN24306	28.29
V146694	07/16/2019	86933	HARDIES FRUIT & VEGETABLE CO	87.66
			STUDENT FOOD - OPEN PURCH	

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**Fund: 2059 - HEAD START**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146695	07/16/2019	31720	COPELAN SERVICES INC	316.45
			ADDITIONAL MONTHLY SNAKE	60.00
			MONTHLY COMMERCIAL PEST C	46.75
			MONTHLY COMMERCIAL PEST C	31.24
			MONTHLY COMMERCIAL PEST C	41.50
			MONTHLY COMMERCIAL PEST C	46.75
			MONTHLY COMMERCIAL PEST C	48.71
			MONTHLY COMMERCIAL PEST C	41.50
V146698	07/16/2019	35079	JACQUELINE D JEFFERY	15.08
			MAY MILEAGE	
V146700	07/16/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	833.49
			WIPER, BLUE, TOWEL 674-70	20.54
			APRON, WHT REG 678-0001	5.25
			HAIRNET, BROWN REG 678-56	15.28
			PLATE, 6" NON LAM WHT 762	23.21
			BAG, GALLON SIZE 771-4515	31.42
			CUTLERY, FORK BULK 781-54	15.80
			CUP, 4OZ FOAM 939-7676	39.76
			FILM, SEAL WRAP 004-1429	95.00
			CUTLERY, SPOON, BULK 891-	7.90
			GLOVES, VYNIL LG 679-0034	27.08
			WIPER, RED, BUSBOY 681-57	33.92
			STRAW, SLIM/MILK 790-5102	41.61
			CUTLERY SPOON, BULK 891-5	15.80
			NAPKIN, BEV, WHT 671-7169	84.40
			PLATE 9" NON LAM WHT 762-	14.85
			BROOM, MAIDS, 11' 560-551	5.03
			LINER, 60 GALL WHT 573-90	18.51
			FOIL, HEAVY, ROLL 684-400	108.44
			PLATE, 9" NON LAM WHT 762	29.70
			BOWL, 6OZ FOAM 766-1002	70.40
			GLOVES, POLY MED 679-5652	21.21
			CUTLERY, FORK, BULK 781-5	7.90
			CUP, 4OZ FOAM 939-7676	39.76
			CHLORINE TEST STRIPS 930-	2.81
			NAPKIN, BEV WHT 771-4515	42.20
			BAG, GALLON SIZE 771-4515	15.71
V146706	07/16/2019	47923	QSS, L.C	3,050.90
			MONTHLY MONITORING AND MA	136.25
			MONTHLY MONITORING	136.25
			MONTHLY MONITORING AND MA	373.64
			MONTHLY MONITORING AND MA	346.36
			MONTHLY MONITORING AND MA	339.74
			MONTHLY MONITORING AND MA	217.50
			MONTHLY MONITORING AND MA	363.89
			MONTHLY MONITORING AND MA	375.52
			MONTHLY MONITORING AND MA	237.50
			MONTHLY MONITORING AND MAI	280.97
			MONTHLY MONITORING AND MA	243.28
V146713	07/16/2019	64845	ZIEBEN FOUNDATION PROPERTIES	5,384.45
			MONTHLY RENTAL FEE FEB. 1	

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**Fund: 2059 - HEAD START**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146791	07/23/2019	17320	BUTLER BUSINESS PRODUCTS CHAIR GUEST TRAD OXB LLR	1,345.64 1,173.84
V146799	07/23/2019	21535	ROSE BROWN CROSS MENEFE JUNE MILEAGE	171.80 31.90
V146818	07/23/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY CTRY FORK BULK MEDIUM WHI CUP 4 OZ FOAM BOWL 6 OZ FOAM CTRY SPOON BULK MED WHITE PLATE 6" NON-LMNTD WHT STRAW 5.75" PAPER WRAPPED FILM W/WITH CUTTER BOX SOUFFLE 1 OZ	320.18 7.90 79.52 35.20 7.90 46.42 41.61 47.50 54.13
V146826	07/23/2019	47923	QSS, L.C MONTHLY MONITORING SAFETY BAR FOR DOOR SAFETY BAR FOR DOOR	1,025.74 13.85 353.72 658.17
V146827	07/23/2019	87753	LESLIE A RAMOS JUNE MILEAGE	9.28
V146832	07/23/2019	84863	COLOR ONE SYSTEMS HEAD START ANNUAL REPORT	360.00
V146833	07/23/2019	63205	HATTIE L WESTON JUNE MILEAGE MAY MILEAGE	68.44 32.48 35.96

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**Fund: 2059 - HEAD START**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146928	07/30/2019	17320	BUTLER BUSINESS PRODUCTS	1,446.42
			D-RING BINDER #BSN28443	15.12
			TEETH STAPLE REMOVER #BSN	1.20
			HP 55X TONER #HEWCE255XD	450.99
			POST-IT NOTE 65414AN	39.52
			HGLTER TANK, 6COL 25076	4.57
			PUSHPIN, PLAS, GIANT 929	4.91
			FILE, EXP, LTR 5.25 6579	11.69
			PERM MAKR, SHRPI, BLK 300	9.15
			AVERY BINDER #AVE05711	7.55
			AVERY BINDER #AVE05731	13.45
			STAPLE REMOVER #BOSG2K	5.57
			HP 26A TONER #HEWCF226A	253.98
			FLAG, PAGE, PORT DSP 680R	12.12
			NOTE POP-UP 3X3 R33012AN	21.55
			POST-IT, 4X6 6605PKAST	17.85
			P. NOTE, HRT, FLWR, DLG 4	3.20
			MULTIPURPOSE PAPER #BSN36	222.50
			SHARPIE MARKER #SAN28101	26.28
			VELCRO FASTENER TAPE #VEK	59.22
			SHIPPING PACKING TAPE #MM	62.61
			RECYCLED MOUSE PAD #FEL59	32.36
			MONTHLY DESK CALENDAR #AA	27.04
			WALL CLOCK #LLR60987	26.38
			HANGING FILE FOLDERS #BSN	12.42
			POST-IT, FLAG 680RYBGVA	12.19
			FLDR FILE, 1PLY, 1/3 657	15.19
			POST-IT NOTE, 65414AU	19.76
			BALLPOINT PEN #BICGSMG361	15.98
			QUALITY RUBBER BANDS #BSN	8.22
			WOODCASE #2 PENCILS #BSN3	30.95
			TAPE, COR, MONO	2.90
V146944	07/30/2019	87577	THERESA MARRIE HARRIS	145.00
			MARCH MILEAGE	91.64
			MAY MILEAGE	53.36
V146947	07/30/2019	31720	COPELAN SERVICES INC	101.50
			ADDITIONAL MONTHLY SNAKE	60.00
			GENERAL PEST CONTROL	41.50
V146951	07/30/2019	84651	CYNTHIA LYNN JOHNSON	59.16
			JUNE MILEAGE	
V146954	07/30/2019	88101	LISA LOUISE MANUEL NTABAAZI	49.30
			MAY MILEAGE	
V146963	07/30/2019	87742	LENORA A REED	203.00
			JUNE MILEAGE	

Number of checks in fund 2059 - HEAD START: **102**

Amount total: **153,833.52**

**Fund: 2069 - HEAD START TRAINING**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146454	07/02/2019	87085	LAWRENCE SIMMONS	32.29
			NON EMPLOYEE MEALS	
146737	07/23/2019	88291	DONEVA NAKITA BEAUDION-LEWIS	72.76
			REIMB FOR MEALS	

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**Fund: 2069 - HEAD START TRAINING**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146599	07/09/2019	83846	JAMESE HAKIA STANCILL REGION 1: 2019 EARLY	72.00
V146600	07/09/2019	87523	PAMELA LYNN JONES-LEE REGION 1: 2019 EARLY	10.80
V146612	07/09/2019	48820	ODESSA TAIWAN RELIFORD THSA/TEXAS UNITED SUM THSA/TEXAS UNITED SUM	72.90 45.00 27.90
V146687	07/16/2019	86597	RAMONA PHAE BURTON REGION 1: 2019 EARLY REGION 1: 2019 EARLY	132.00 60.00 72.00
V146688	07/16/2019	17320	BUTLER BUSINESS PRODUCTS STANDARD MAGNETIC WHITEBO	333.60

Number of checks in fund 2069 - HEAD START TRAINING: 7      Amount total: **726.35**

**Fund: 2109 - STOP SCHOOL VIOLENCE GRNT**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146519	07/09/2019	88282	DENNIS LENORE CALLOWAY JUNE MILEAGE	60.20
V146928	07/30/2019	17320	BUTLER BUSINESS PRODUCTS RISER DESK ADJ SIT TO STA LETTER SIZE COPY PAPER FOLDER FILE 1 PLY 1/3 LTR TONER LSR LJ PROP P1606 S SHEARS 8 STRT N/STK GRY Y	457.05 213.59 34.00 15.19 175.98 18.29

Number of checks in fund 2109 - STOP SCHOOL VIOLENCE GRNT: 2      Amount total: **517.25**

**Fund: 2159 - EARLY HEADSTART OPERATION**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146424	07/02/2019	14141	AZTEC TENTS & EVENTS WATER BARREL TABLE 8 X 30 BANQUET TABLES AND CHAIRS WALL FRAMES TABLE 8 X 30 BANQUET DAMAGE WAIVER SHIPPING AND HANDLING FRAME TENT SETUP TABLES CHAIR FOLDING RESIN WHITE SET UP CHAIRS DELIVERY TO BAYTOWN	796.14 53.39 42.71 103.98 66.00 32.03 19.78 5.87 302.53 12.46 90.09 25.03 42.27
146443	07/02/2019	33941	INDUSTRIAL FIRE EQUIPMENT COMPANY ANNUAL FIRE INSPECTIO	104.50
146570	07/09/2019	61927	VERIZON WIRELESS WIRELESS 052319062219	121.47
146572	07/09/2019	62751	WASTE MANAGEMENT MONTHLY WASTE JUNE19 MONTHLY WASTE JUNE19	244.60 214.00 30.60
146637	07/16/2019	10248	ACE MART RESTAURANT SUPPLY CO FOOD STOR CONTAIN COVER 1 SQUARE FOOD CONTAIN 10720 ESTIMATED SHIPPING/HANDLI	240.30 57.30 138.00 45.00



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**Fund: 2159 - EARLY HEADSTART OPERATION**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146639	07/16/2019	82517	A-ROCKET MOVING & STORAGE	11,070.09
			EQUIPMENT (1 DAY) SPECIAL	281.35
			PREP MATERIALS AND DELIVE	12.39
			EQUIPMENT (1 DAY) SPECIAL	1,060.52
			PERSONNEL (1 DAY)	736.97
			PERSONNEL (1 DAY)	285.89
			PERSONNEL (1 DAY)	7,856.15
			EQUIPMENT (1 DAY) SPECIAL	431.57
			MATERIALS (PREP MATERIALS	82.14
			EQUIPMENT (1DAY) SPECIAL	80.78
			MATERIALS (PREP MATERIALS	242.33
146646 void	07/16/2019	18491	CENTERPOINT ENERGY	0.00
			GAS 060319070219	-81.47
			GAS 060319070219	81.47
146653	07/16/2019	87392	ENGIE RESOURCES INC	1,187.49
			ELECTRIC 053119070119	624.42
			ELECTRIC 053119070119	563.07
146664	07/16/2019	83870	KQC INVESTORS, LLC	28,245.00
			BAYTOWN HS/EHS LEASE PAYM	9,415.00
			BAYTOWN HS/EHS LEASE PAYM	9,415.00
			BAYTOWN HS/EHS LEASE PAYM	9,415.00
146665	07/16/2019	36910	LAKESHORE LEARNING MATERIALS	935.75
			OUTDOOR CHAIR #LC484	604.20
			OUTDOOR PRESCHOOL TABLE 3	331.55
146715	07/16/2019	18491	CENTERPOINT ENERGY	81.47
			GAS 060319070219	
146730	07/23/2019	18165	CDW GOVERNMENT INC	283.48
			LG 32" MONITOR CDW# 53550	
146760	07/23/2019	82060	METROPOLITAN LANDSCAPE MGMT INC	333.75
			CLEAN UP BAYTOWN	
V146474	07/02/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO	3,680.00
			CHILD CARE SERVICES.	1,840.00
			CHILD CARE SERVICES.	1,840.00
V146483	07/02/2019	86933	HARDIES FRUIT & VEGETABLE CO	11.54
			STUDENT FOOD- OPEN PURCHA	
V146485	07/02/2019	31720	COPESAN SERVICES INC	80.00
			COMMERCIAL RODENT	40.00
			COMMERCIAL RODENT	40.00
V146490	07/02/2019	86996	JOHN G JONES LEARNING CENTER	2,270.00
			CHILD CARE SERVICES.	1,135.00
			CHILD CARE SERVICES.	1,135.00
V146493	07/02/2019	87246	DESKOT LLC	9,962.00
			CHILD CARE SERVICES	3,274.00
			CHILD CARE SERVICES	3,330.00
			CHILD CARE SERVICES	3,358.00
V146494	07/02/2019	87247	LETS LEARN CHRISTIAN LEARNING CTR	950.00
			CHILD CARE SERVICES.	
V146685	07/16/2019	16155	MILK PRODUCTS LLC	42.75
			STUDENT FOOD- OPEN PURCHA	21.40
			STUDENT FOOD- OPEN PURCHA	21.35
V146694	07/16/2019	86933	HARDIES FRUIT & VEGETABLE CO	10.83
			STUDENT FOOD- OPEN PURCHA	

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**Fund: 2159 - EARLY HEADSTART OPERATION**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146791	07/23/2019	17320	BUTLER BUSINESS PRODUCTS CHAIR GUEST TRAD OXB LLR	1,077.20 941.20
			SOFA TABLE MLN STSTTDW	136.00
V146796	07/23/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO CHILD CARE SERVICES.	2,640.00 1,136.00
			CHILD CARE SERVICES.	1,504.00
V146816	07/23/2019	86996	JOHN G JONES LEARNING CENTER CHILD CARE SERVICES.	1,816.00 681.00
			CHILD CARE SERVICES.	1,135.00
V146817	07/23/2019	87246	DESKOT LLC CHILD CARE SERVICES	5,791.00 2,608.00
			CHILD CARE SERVICES	3,183.00
V146819	07/23/2019	87247	LETS LEARN CHRISTIAN LEARNING CTR CHILD CARE SERVICES.	4,086.00 1,090.00
			CHILD CARE SERVICES.	872.00
			CHILD CARE SERVICES.	1,034.00
			CHILD CARE SERVICES.	1,090.00
V146826	07/23/2019	47923	QSS, L.C SAFETY BAR FOR DOOR	822.45 283.62
			MONITORING EHS BAYTOWN	11.10
			SAFETY BAR FOR DOOR	527.73
V146832	07/23/2019	84863	COLOR ONE SYSTEMS HEAD START ANNUAL REPORT	40.00
V146837	07/23/2019	87142	ANA JULIA ZUNIGA REIMBURSEMENT FOR GAS	37.81
V146925	07/30/2019	16155	MILK PRODUCTS LLC STUDENT FOOD- OPEN PURCHA	77.10 30.10
			STUDENT FOOD- OPEN PURCHA	47.00
V146932	07/30/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO CHILD CARE SERVICES.	3,408.00 1,633.00
			CHILD CARE SERVICES.	1,775.00
V146952	07/30/2019	87247	LETS LEARN CHRISTIAN LEARNING CTR CHILD CARE SERVICES.	1,090.00

Number of checks in fund 2159 - EARLY HEADSTART OPERATION: **32**      Amount total: **81,536.72**

**Fund: 2169 - EARLY HEADSTART T&TA**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146600	07/09/2019	87523	PAMELA LYNN JONES-LEE REGION 1: 2019 EARLY	61.20
V146688	07/16/2019	17320	BUTLER BUSINESS PRODUCTS STANDARD MAGNETIC WHITEBO	37.06
V146707	07/16/2019	87742	LENORA A REED REGION 1: 2019 EARLY	72.00
V146801	07/23/2019	87043	YADIRA DE LA CRUZ REGION 1: 2019 EARLY	72.00

Number of checks in fund 2169 - EARLY HEADSTART T&TA: **4**      Amount total: **242.26**

**Fund: 2219 - DIST. LEARNING CAP. BUILD**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146673	07/16/2019	88265	LUCERO A SOSA ROSALES JUNE MILEAGE	119.25

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**Fund: 2219 - DIST. LEARNING CAP. BUILD**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146764	07/23/2019	88266	VERONICA NAYELI NAVA JUNE MILEAGE	92.80

Number of checks in fund 2219 - DIST. LEARNING CAP. BUILD: **2**      Amount total: **212.05**

**Fund: 2239 - FED-ADULT ED TANF**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146423	07/02/2019	13871	AT&T CORP PHONE060119-063019	6.46
146462	07/02/2019	87489	DAHILL OFFICE TECHNOLOGY CORP JUN 19LEASE FEE	12.44
			JUN 19LEASE FEE	3.11
			JUN 19LEASE FEE	3.11
			JUN 19LEASE FEE	3.11
146523	07/09/2019	82495	COMCAST CORPORATION INTERNET 061619-07151	4.25
146562	07/09/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH JUN 19 LEASE	14.02
146782	07/23/2019	61927	VERIZON WIRELESS VERIZON 060819-070719	35.14
V146615	07/09/2019	87978	STEPHANIE MICHELLE ROSS JUNE MILEAGE	64.96

Number of checks in fund 2239 - FED-ADULT ED TANF: **6**      Amount total: **137.27**

**Fund: 2300 - FEDERAL ADULT ED REGULAR**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146743	07/23/2019	87470	FRONTIER SOUTHWEST INCORPORATED JUL19 TELEPHONE CHA	69.86
146769	07/23/2019	86862	PS LIGHTWAVE INC JULY 19 THERNET CHARG	1,149.41
			JULY 19 THERNET CHARG	346.54
			JULY 19 THERNET CHARG	228.00
			AUG 19 THERNET CHARG	228.05
			AUG 19 THERNET CHARG	346.82
146851	07/30/2019	13871	AT&T CORP PHONE 070119-073119	332.37
146860	07/30/2019	82495	COMCAST CORPORATION INTERNET071619-081519	216.76

Number of checks in fund 2300 - FEDERAL ADULT ED REGULAR: **4**      Amount total: **1,768.40**

**Fund: 2309 - FED-ADULT ED REGULAR**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146423	07/02/2019	13871	AT&T CORP PHONE060119-063019	302.80
			PHONE060119-063019	8.73
			PHONE060119-063019	294.07
146425	07/02/2019	43683	NEIGHBORHOOD CENTERS INC MAY 19 LEASE	1,000.00
			JUN 19 LEASE	500.00
146433	07/02/2019	87689	EDOPP SOLUTIONS LLC FOUNDRY 6/04-618-19	6,650.00

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**Fund: 2309 - FED-ADULT ED REGULAR**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146462	07/02/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	678.94
			MAY 19 COPY OVERAGE	16.22
			JUN 19LEASE FEE	141.57
			JUN 19LEASE FEE	141.57
			JUN 19LEASE FEE	141.57
			MAY 19 COPY OVERAGE	41.17
			JUN 19LEASE FEE	141.57
			MAY 19 COPY OVERAGE	35.63
			MAY 19 COPY OVERAGE	19.64
146521	07/09/2019	80139	CENTER FOR APPLIED LINGUISTICS	10,256.00
			BEST LITERACY TEST PACKET	1,352.00
			BEST PLUS 2.0 COMPUTER-AD	5,800.00
			SHIPPING AND HANDLING	400.00
			BEST LITERACY TEST PACKET	1,404.00
			BEST LITERACY TEST PACKET	1,300.00
146523	07/09/2019	82495	COMCAST CORPORATION	193.64
			INTERNET 061619-07151	
146525	07/09/2019	88218	DEANS STAFFING SOLUTIONS INC	5,274.50
			BUSINESS CLASSES FOR STUD	1,507.00
			BUSINESS CLASSES FOR STUD	3,767.50
146554	07/09/2019	45827	PEARSON ASSESSMENTS	870.00
			GED TEST MULTI- USE VOUCH	
146562	07/09/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH	686.92
			JUN 19 LEASE	
146645	07/16/2019	18165	CDW GOVERNMENT INC	4,418.61
			HP CARE PACK NEXT BUSINES	483.78
			HP COLOR LASERJET PRO M18	293.02
			VIEWSONIC VA 2446M-LED LE	1,047.92
			SAMSUNG UN32N5300AF 5 SER	835.77
			HP COLOR LASERJET PRO M18	1,758.12
146666	07/16/2019	37570	LEE COLLEGE	7,875.00
			LEE COLLEGE FOR HEALTH CA	
146730	07/23/2019	18165	CDW GOVERNMENT INC	80.63
			HP CARE PACK NEXT BUSINES	
146782	07/23/2019	61927	VERIZON WIRELESS	1,353.17
			VERIZON 060819-070719	
146920	07/30/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	361.66
			COPY FEES JAN19	16.05
			COPY FEES JAN19	87.99
			FEB 19 COPY FEES	8.18
			MAR 19 COPY FEES	47.55
			MAR 19 COPY FEES	35.35
			FEB 19 COPY FEES	75.68
			MAR 19 COPY FEES	18.43
			MAR 19 COPY FEES	72.43
V146575	07/09/2019	87284	BELINDA JANE ACOSTA	39.90
			JUNE MILEAGE	
V146580	07/09/2019	87299	BRIGETT T BENTLEY	177.43
			JUNE MILEAGE	33.93
			APRIL MILEAGE	66.82
			MAY MILEAGE	76.68

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**Fund: 2309 - FED-ADULT ED REGULAR**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146584	07/09/2019	17320	BUTLER BUSINESS PRODUCTS	4,710.79
			BOX,STG MOBILE,STRATA,75L	126.34
			PEN,BPOINT,STK,MED,BL,60C	42.32
			PAPER,NOTES,ADH,3X3",EXTR	32.36
			PENCIL,WD	49.52
			STOOL,TASK,W/ARMS	505.05
			PAPER,NOTE,POST-IT,4X4,NE	69.64
			STAMP,INKED,RECEIVED,RED	23.70
			FOOTREST,ROCKING,BLK	101.92
			STRIP,POWER,6OUT,12'	83.72
			MARKER,DE,EXPO,CHSL,RED	69.28
			SHARPENER,OVL,AST	58.20
			BOX,STG MOBILE,STRATA,75L	442.19
			PAPER,NOTES,ADH,1.5"X2",E	30.68
			CHAIR,MB,MIRUS,NVY	456.93
			RISER,DESK,ADJ,SIT TO STA	854.36
			PAPER,NOTE,POST-IT,4X6,5,	75.12
			STAMP,INKED,COPY,RED	23.70
			FAN,PEDESTAL,16"	206.88
			HOLDERS,CERTIF,TRIFOLD,NA	269.80
			NOTEBOOK,CAMBRDG,GOLD DOT	96.90
			DATER,LINE,PLASTIC,SFI,#1	35.38
			HIGHLIGHTER,DSK,CHSL,FLGN	18.08
			HIGHLIGHTER,ZAZZLE BRYS,A	28.06
			FRAME,11X14,LINEN INSERT,	229.80
			NOTEBOOK,CAMBR,B&W STRIPE	96.90
			JOURNAL,EXEC,150PG,11X8.5	74.70
			FLAG,POST-IT,1X1.71,RED,5	12.24
			HIGHLIGHTER,CHISEL,FYW,36	91.08
			HIGHLIGHTER,DSK,CHSL,FLPK	18.08
			HIGHLIGHTER,DSK,CHSL,FLOR	18.08
			PEN,INKJOY,GEL,14,AST	29.49
			NOTEBOOK,WR,240SH,BLK	41.36
			NOTEBOOK,ROYALE,8.25,96SH	80.80
			SHARPENER,PENCIL,ELEC,BLK	132.16
			MARKER,SHRPIE.MET,AST,3PK	7.31
			MARKER,DE,EXPO,CHSL,BLU	61.40
			MARKER,DE,EXPO,CHSL,GRN	69.28
			FLAG,.5",POST-IT,AST	23.50
			FLAG,POST-IT,BLU,50CT	12.24
			FLAG,POST-IT,1X1.71,GRN,5	12.24
V146598	07/09/2019	84006	DENISE JOHNSON	259.72
			MAY MILEAGE	
V146615	07/09/2019	87978	STEPHANIE MICHELLE ROSS	64.96
			JUNE MILEAGE	
V146616	07/09/2019	80027	VIRGINIA M SANCHEZ	39.32
			JUNE MILEAGE	
V146690	07/16/2019	80038	ANGELICA VELIZ DE LEON	120.64
			JUNE MILEAGE	24.36
			MAY MILEAGE	96.28
V146699	07/16/2019	84006	DENISE JOHNSON	225.16
			JUNE MILEAGE	

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**Fund: 2309 - FED-ADULT ED REGULAR**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146701	07/16/2019	85662	BEATRIZ LOPEZ JUNE MILEAGE	231.81
V146703	07/16/2019	80579	GUILLERMO MEDINA JR JUNE MILEAGE	289.71
V146704	07/16/2019	41818	RUSSELL G MUELLER JUNE MILEAGE	46.86
V146810	07/23/2019	87046	FRANCES COTANYA HESTER CASAS TRAINING OF TRA CASAS TRAINING OF TRA	198.08 189.08 9.00
V146822	07/23/2019	85203	CLAUDIA MAGALLAN JUNE MILEAGE	136.88
V146960	07/30/2019	44332	MAY O'BRIEN JUNE MILEAGE	49.82

Number of checks in fund 2309 - FED-ADULT ED REGULAR: **28**      Amount total: **46,592.95**

**Fund: 2340 - FED-ADULT ED-EL/CIVICS**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146769	07/23/2019	86862	PS LIGHTWAVE INC AUG 19 THERNET CHARG JULY 19 THERNET CHARG AUG 19 THERNET CHARG JULY 19 THERNET CHARG	492.62 148.64 97.72 97.74 148.52

Number of checks in fund 2340 - FED-ADULT ED-EL/CIVICS: **1**      Amount total: **492.62**

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

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146423	07/02/2019	13871	AT&T CORP PHONE060119-063019	22.62
146462	07/02/2019	87489	DAHILL OFFICE TECHNOLOGY CORP JUN 19LEASE FEE JUN 19LEASE FEE JUN 19LEASE FEE JUN 19LEASE FEE	43.56 10.89 10.89 10.89 10.89
146523	07/09/2019	82495	COMCAST CORPORATION INTERNET 061619-07151	14.90
146562	07/09/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH JUN 19 LEASE	49.06
146650	07/16/2019	87646	CONROE WELDING SUPPLY INC INSTRUCTIONAL MATERIAL FO REF PO1900941	48.00 8.00 40.00
146652	07/16/2019	88218	DEANS STAFFING SOLUTIONS INC MEDICAL ASSIST PROGRA	2,260.50
146666	07/16/2019	37570	LEE COLLEGE HC TRAINING CLASSES	2,625.00
146782	07/23/2019	61927	VERIZON WIRELESS VERIZON 060819-070719 VERIZON 060819-070719	369.05 123.02 246.03

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

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146920	07/30/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	534.33
			JUN19 COPIER OVERAG	2.16
			JUN19 COPIER OVERAG	50.55
			JUN19 COPIER OVERAG	106.64
			FEB 19 COPY FEES	34.78
			JAN 19 COPIER OVERAGE	48.90
			JUN19 COPIER OVERAG	78.77
			FEB 19 COPY FEES	57.93
			JAN 19 COPIER OVERAGE	154.60

Number of checks in fund 2349 - FED-ADULT ED-EL/CIVICS: **9**      Amount total: **5,967.02**

**Fund: 2679 - FED 21ST CENTURY CYC 9**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
144716 void	04/09/2019	45610	PASADENA ISD	-35,338.02
			PASADENA ISD-SOUTH HOUSTO	-10,860.86
			PASADENA ISD-SOUTH HOUSTO	-11,082.46
			PASADENA ISD-SOUTH HOUSTO	-13,394.70
146450	07/02/2019	45610	PASADENA ISD	21,943.32
			SOUTH HOU DEC18	11,082.46
			SOUTH HOU JAN19	10,860.86
146455	07/02/2019	53950	SPRING INDEPENDENT SCHOOL DISTRICT	32,833.99
			BAMMEL MID APR19	10,170.53
			BAMMEL MID FEB19	8,967.28
			BAMMEL MID MAR19	13,696.18
146721	07/23/2019	85433	GBJ INC	3,867.50
			BUS RENTAL-SOUTHWEST DISC	245.00
			BUS RENTAL-STERLING MIDDLE	122.50
			BUS TRANSPORTATION-ALBRIG	595.00
			BUS RENTAL-CLEAR CREEK IN	367.50
			BUS RENTAL-CLEAR CREEK IN	367.50
			BUS RENTAL-CLEAR CREEK IN	367.50
			BUS TRANSPORTATION-CLEAR	595.00
			BUS RENTAL-SOUTHWEST DISC	245.00
			BUS RENTAL-CLEAR CREEK IN	367.50
			BUS TRANSPORTATION-BAMMEL	595.00
146974	07/31/2019	85433	GBJ INC	980.00
			BUS RENTAL-BAMMEL MIDDLE	245.00
			BUS RENTAL-BAMMEL MIDDLE	245.00
			BUS RENTAL-BAMMEL MIDDLE	245.00
			BUS RENTAL-BAMMEL MIDDLE	245.00
146978	07/31/2019	88312	DANCE HOUSTON	1,480.00
			INV1188 KIDS DAY HOBB	
146979	07/31/2019	24788	THE ENSEMBLE THEATRE	6,752.00
			KIDS HOBBY DAY 107870	
V146791	07/23/2019	17320	BUTLER BUSINESS PRODUCTS	435.34
			HOLDER, BADGE, GOVT/MILIT	67.47
			9X12 FELT PENNANTS 12 PCS	192.80
			TEAR-STRIP YELLOW ENVELOP	93.75
			NEON PARTY SUNGLASSES	64.41
			LANYARD, W/HOOK,BLK	16.91
V146807	07/23/2019	88216	MARIO XAVIER GARCIA	140.14
			OSTI-CON CONFERENCE	63.00
			JUNE MILEAGE	77.14

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**Fund: 2679 - FED 21ST CENTURY CYC 9**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146814	07/23/2019	86875	AUDREY GALE JEFFERSON-HARRISON	470.59
			OSTI-CON CONFERENCE	274.84
			JUNE MILEAGE	141.75
			OSTI-CON CONFERENCE	54.00
V146966	07/30/2019	88082	LATASHA MARIE RIGMAIDEN	62.08
			JUNE MILEAGE	

Number of checks in fund 2679 - FED 21ST CENTURY CYC 9: **11**      Amount total: **33,626.94**

**Fund: 2689 - FED 21ST CENTURY CYCLE 10**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146549	07/09/2019	87608	MONICA LEWIS SCHOOL OF ETIQUETTE	6,750.00
			21ST CENTURY AFTERSCHOOL	3,600.00
			21ST CENTURY AFTERSCHOOL	3,150.00
146557	07/09/2019	86281	ALBAN G DIXON	1,350.00
			21ST CENTURY AFTERSCHOOL	450.00
			21ST CENTURY AFTERSCHOOL	450.00
			21ST CENTURY AFTERSCHOOL	450.00
146574	07/09/2019	86827	WORLD YOUTH FOUNDATION INC	4,354.40
			21ST CENTURY AFTERSCHOOL	
146721	07/23/2019	85433	GBJ INC	3,097.50
			BUS RENTAL-SOUTHWEST BISS	245.00
			BUS RENTAL-ROYALWOOD ELEM	280.00
			BUS RENTAL-ROYALWOOD ELEM	280.00
			BUS RENTAL-WILLIAMSON ELE	245.00
			BUS RENTAL-WILLIAMSON ELE	245.00
			BUS RENTAL-SOUTHWEST BISS	245.00
			BUS RENTAL-SOUTHWEST BISS	245.00
			BUS RENTAL-SOUTHWEST BISS	245.00
			BUS RENTAL-ROYALWOOD ELEM	280.00
			BUS RENTAL-WILLIAMSON ELE	245.00
			BUS RENTAL-WILLIAMSON ELE	245.00
			BUS RENTAL-ROYALWOOD ELEM	280.00
			ADDITIONAL CHARGE LAT	17.50
146722	07/23/2019	87823	AFTER SCHOOL TO ACHIEVE	1,590.00
			21ST CENTURY AFTERSCHOOL	1,290.00
			21ST CENTURY AFTERSCHOOL	300.00
146763	07/23/2019	87608	MONICA LEWIS SCHOOL OF ETIQUETTE	1,800.00
			21ST CENTURY AFTERSCHOOL	
146771	07/23/2019	86281	ALBAN G DIXON	900.00
			21ST CENTURY AFTERSCHOOL	450.00
			21ST CENTURY AFTERSCHOOL	450.00
146773	07/23/2019	83960	READ, WRITE & CREATE, INC.	4,759.75
			21ST CENTURY AFTERSCHOOL	711.00
			21ST CENTURY AFTERSCHOOL	395.00
			21ST CENTURY AFTERSCHOOL	454.25
			21ST CENTURY AFTERSCHOOL	395.00
			21ST CENTURY AFTERSCHOOL	395.00
			21ST CENTURY AFTERSCHOOL	434.50
			21ST CENTURY AFTERSCHOOL	790.00
			21ST CENTURY AFTERSCHOOL	395.00
			21ST CENTURY AFTERSCHOOL	790.00



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**Fund: 2689 - FED 21ST CENTURY CYCLE 10**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146783	07/23/2019	86827	WORLD YOUTH FOUNDATION INC 21ST CENTURY AFTERSCHOOL 21ST CENTURY AFTERSCHOOL	21,513.70 10,731.85 10,781.85
146974	07/31/2019	85433	GBJ INC BUS RENTAL-TICE ELEM BUS RENTAL-TICE ELEM BUS RENTAL-TICE ELEM BUS RENTAL-TICE ELEM ADDITIONAL CHARGE LAT	1,085.00 245.00 245.00 245.00 245.00 105.00
146987	07/31/2019	86281	ALBAN G DIXON 21ST CENTURY AFTERSCHOOL 21ST CENTURY AFTERSCHOOL	1,650.00 300.00 1,350.00
146988	07/31/2019	86827	WORLD YOUTH FOUNDATION INC 21ST CENTURY AFTERSCHOOL	9,931.85
V146586	07/09/2019	88083	JASMINE IVAH CASTLEBERRY JUNE MILEAGE	186.06
V146618	07/09/2019	87574	MONIQUE JALAYNE SMITH JUNE MILEAGE	137.40
V146791	07/23/2019	17320	BUTLER BUSINESS PRODUCTS FOLDABLE FLYING DISC/FAN NEON PARTY SUNGLASSES KRAFT PAPER SHOPPING BAGS	435.35 254.88 60.55 119.92
V146793	07/23/2019	88083	JASMINE IVAH CASTLEBERRY OSTI-CON 2019 CONFERE	63.00
V146829	07/23/2019	87574	MONIQUE JALAYNE SMITH OSTI-CON CONFERENCE OSTI-CON CONFERENCE	353.08 63.00 290.08
V146968	07/30/2019	87574	MONIQUE JALAYNE SMITH JULY MILEAGE	25.64

Number of checks in fund 2689 - FED 21ST CENTURY CYCLE 10: **18**      Amount total: **59,982.73**

**Fund: 2888 - FED-AFTER SCHOOL PTNRSHIP**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>	
146880	void	07/30/2019	33100	THE HOUSTON MUSEUM OF NAT SCIENCE WILDLIFE ON WHEELS- HALF EARTH SCIENCE ON WHEELS- TRAVEL FEE TRAVEL FEE WILDLIFE ON WHEELS- HALF THE DISCOVERY DOME- HALF EARTH SCIENCE ON WHEELS- BUGS ON WHEELS- HALF DAY THE DISCOVERY DOME- HALF BUGS ON WHEELS- HALF DAY	0.00 -375.00 375.00 80.00 -80.00 375.00 425.00 -375.00 -425.00 -425.00 425.00
146900	07/30/2019	86482	PCS EDUCATION SYSTEMS INC PK BRICKLAB STEM FOUNDATI BRICKLAB ZOO CAMP (DIGITA BRICKLAB TECH CURRICULUM ESTIMATED SHIPPING/HANDLI BRICKLAB CORE ULTIMATE SE	1,643.90 769.00 129.00 395.00 55.90 295.00	
146977	07/31/2019	87535	CITYSPAN TECHNOLOGIES, INC. CONTRACT SERVICES-CITYSPA	44,000.00	

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**Fund: 2888 - FED-AFTER SCHOOL PTNRSHIP**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146981	07/31/2019	33100	THE HOUSTON MUSEUM OF NAT SCIENCE	1,680.00
			THE DISCOVERY DOME- HALF	425.00
			BUGS ON WHEELS- HALF DAY	425.00
			WILDLIFE ON WHEELS- HALF	375.00
			EARTH SCIENCE ON WHEELS-	375.00
			TRAVEL FEE	80.00
146985	07/31/2019	88298	EMMA OLIVER	3,357.50
			CONTRACT SERVICES-RESEARC	
V146621	07/09/2019	84836	CEDRIC BENJAMIN STEWART	10,000.00
			PROVIDE WEBINAR SERIES AN	
V146928	07/30/2019	17320	BUTLER BUSINESS PRODUCTS	25.98
			KODAK PHOTO PAPER KOD1231	

Number of checks in fund 2888 - FED-AFTER SCHOOL PTNRSHIP: 7      Amount total: **60,707.38**

**Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
145308 void	05/07/2019	80510	MULTICULTURAL LITERACY CENTER	-1,625.00
			SELECT SERVICES PROGRAM A	-750.00
			SELECT SERVICES PROGRAM A	-875.00
146444	07/02/2019	34705	J HARDING & CO	1,826.00
			T-SHIRT IRISH GREEN 8000B	391.50
			T-SHIRT RED 8000B GILDAN	500.25
			T-SHIRT RED 8000 GILDAN Y	145.00
			T-SHIRT IRISH GREEN 8000	283.50
			T-SHIRT IRISH GREEN 8000	121.50
			T-SHIRT RED 8000 GILDAN Y	384.25
146447	07/02/2019	87478	MICHELLE L PINA	1,125.00
			PROVIDE SERVICES AS AN EX	
146448	07/02/2019	87137	LITTLE SCIENTIST INC	340.00
			PROVIDE INTERACTIVE STEM	
146460	07/02/2019	82161	URBAN HARVEST	1,425.00
			THE EDIBLE ACADEMY: A RAI	300.00
			MATERIALS	75.00
			SELECT SERVICES PROGRAM A	480.00
			SELECT SERVICES PROGRAM A	570.00
146517	07/09/2019	88295	BAKED WITH CONFIDENCE	1,400.00
			CONTRACT SERVICES-PROVIDE	700.00
			CONTRACT SERVICES-PROVIDE	700.00
146544	07/09/2019	87478	MICHELLE L PINA	300.00
			SPRING SPMOSIUMS	
146545	07/09/2019	87137	LITTLE SCIENTIST INC	680.00
			PROVIDE INTERACTIVE STEM	340.00
			PROVIDE INTERACTIVE STEM	340.00
146552	07/09/2019	86858	HAPPY COLORS PRODUCTIONS LLC	300.00
			PROVIDE AN INTERACTIVE SC	
146553	07/09/2019	87215	JORGE CASCO	750.00
			SELECT SERVICES PROGRAM A	
146559	07/09/2019	81739	GREGORY J RUHE	4,018.00
			ARTIST FOR KIDS DAY HOBBY	
146717	07/18/2019	83349	MANNED SPACE FLIGHT ED FOUNDATION	1,868.30
			SPACE CENTER HOUSTON FIEL	481.95
			SPACE CENTER HOUSTON FIEL	481.95
			SPACE CENTER HOUSTON FIEL	904.40

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**Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146719	07/23/2019	87297	ABEL GARZA PROVIDE VISUAL ARTS CLASS	900.00
146721	07/23/2019	85433	GBJ INC BUS RENTAL-SHELDON, GARRE BUS RENTAL-SHELDON, GARRE BUS RENTAL-ACADEMY OF ACC BUS TRANSPORTATION-ACADEM BUS TRANSPORTATION-TICE E BUS RENTAL-SHELDON, GARRE BUS RENTAL-SHELDON, GARRE BUS RENTAL-ACADEMY OF ACC BUS TRANSPORTATION-PROMIS BUS TRANSPORTATION-ROYALW BUS TRANSPORTATION-SOUTHW BUS RENTAL-ACADEMY OF ACC BUS RENTAL-ACADEMY OF ACC ADDITIONAL CHARGE LAT	4,052.50 245.00 245.00 245.00 595.00 127.50 245.00 245.00 245.00 595.00 595.00 127.50 245.00 245.00 52.50
146750	07/23/2019	85958	CHRISTOPHER GEORGE CORTEZ ARTIST FOR KIDS DAY HOBBY	2,800.00
146751	07/23/2019	87005	TIFFANY RACHANN MCMILLER SELECT SERVICES PROGRAM A	798.75
146759	07/23/2019	85132	MULTICULTURAL EDUCATION AND SELECT SERVICE PROVID SELECTIVE SERVICE PRO SELECT SERVICE PROVID SELECT SERVICE PROVID	2,125.00 250.00 250.00 875.00 750.00
146850	07/30/2019	80898	THE ARTIST BOAT INC SELECT SERVICES PROGRAM A	2,000.00
146853	07/30/2019	84341	BOT SHOP, LLC SELECT SERVICES PROGRAM A	1,030.00
146865	07/30/2019	80851	THE DINKY DRUM COMPANY LLC ARTIST FOR KIDS DAY HOBBY PROVIDE MUSICAL SERVICES PROVIDE MUSICAL SERVICES	3,900.00 2,300.00 800.00 800.00
146868	07/30/2019	24788	THE ENSEMBLE THEATRE PROVIDE AN AFTERSCHOOL TH	5,957.00
146869	07/30/2019	87809	SHERIAN G DOYLE PROVIDE CULINARY ARTS AND PROVIDE CULINARY ARTS AND	720.00 480.00 240.00
146872	07/30/2019	23615	FOTOFEST INC ARTIST FOR KIDS DAY HOBBY SELECT SERVICES PROGRAM A SELECT SERVICES PROGRAM A SELECT SERVICES PROGRAM A SELECT SERVICES PROGRAM A SELECT SERVICES PROGRAM A	6,270.00 2,080.00 500.00 900.00 1,350.00 540.00 900.00
146878	07/30/2019	32530	HOUSTON ISD PARK PLACE APR19	11,488.28

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**Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>	
146880	void	07/30/2019	33100	THE HOUSTON MUSEUM OF NAT SCIENCE	0.00
			ASI FIELD TRIP JULY 31ST	-581.00	
			ASI FIELD TRIP AUG. 2ND	-581.00	
			ASI FIELD TRIP JULY 31ST	581.00	
			ASI FIELD TRIP AUG. 2ND	581.00	
			ASI FIELD TRIP AUG. 2ND	-581.00	
			ASI FIELD TRIP AUG. 2ND	385.00	
			ASI FIELD TRIP AUG. 2ND	-385.00	
			ASI FIELD TRIP AUG. 2ND	581.00	
146884	07/30/2019	87005	TIFFANY RACHANN MCMILLER	222.50	
			PROVIDE AN INTERACTIVE LI		
146886	07/30/2019	80722	BAYOU CITY FENCING ACADEMY	275.00	
			PROVIDE AN INTRODUCTION F		
146890	07/30/2019	36910	LAKESHORE LEARNING MATERIALS	3,338.96	
			UNRULED CHART TABLET	436.77	
			DBL SIDED WHITE POSTBRD-	604.08	
			ALL PURP PAINTBRUSH ASST-	436.77	
			CONST PAPER 9X12 ASST - 5	207.12	
			CONST PAPER 9X12 WHITE -	103.56	
			BEST BUY W W BROAD TIP CL	764.52	
			PIPE STEMS- 1000 PCS	414.92	
			WASHABLE TEMPERA PAINT- 6	371.22	
146895	07/30/2019	87608	MONICA LEWIS SCHOOL OF ETIQUETTE	6,100.00	
			SELECT SERVICES PROGRAM A	1,800.00	
			SELECT SERVICES PROGRAM A	1,800.00	
			SELECT SERVICES PROGRAM A	900.00	
			SELECT SERVICES PROGRAM A	1,600.00	
146898	07/30/2019	86858	HAPPY COLORS PRODUCTIONS LLC	228.50	
			SELECT SERVICES PROGRAM A		
146899	07/30/2019	87215	JORGE CASCO	850.00	
			SELECT SERVICES PROGRAM A		
146900	07/30/2019	86482	PCS EDUCATION SYSTEMS INC	267.10	
			ESTIMATED SHIPPING/HANDLI	9.10	
			BRICKLAB FAMOUS ARCHITECT	129.00	
			BRICKLAB GENETICS CAMP DD	129.00	
146904	07/30/2019	50480	S & S WORLDWIDE INC	4,653.96	
			YELLOW/GOLD S&S WOLRDWIDE	124.02	
			S&S WORLDWIDE ALL TIME FA	775.50	
			TACHIKARA HALF CONES 2 IN	227.85	
			S&S WORLDWIDE INDOOR T-BA	817.80	
			BLUE S&S WOLRDWIDE FLAG F	124.02	
			RED S&S WOLRDWIDE FLAG FO	20.67	
			S&S WORLDWIDE JUMBO GAMES	916.50	
			HAMILTON BUHL 3D MAGIC PE	319.80	
			HAMILTON BUHL 3D MAGIC PEN	1,327.80	
146907	07/30/2019	87693	DEMETRA C JONES	375.00	
			PROVIDE SERVICES AS AN EX		
146920	07/30/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	622.28	
			COPIER LEASE FEES	155.57	
			COPIER LEASE FEES	155.57	
			COPIER LEASE FEES	155.57	
			COPIER LEASE FEES	155.57	

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**Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146921	07/30/2019	81964	YOUNG AUDIENCES OF HOUSTON SELECT SERVICES PROGRAM A	1,500.00
146972	07/31/2019	33100	THE HOUSTON MUSEUM OF NAT SCIENCE ASI FIELD TRIP AUG. 2ND ASI FIELD TRIP AUG. 2ND ASI FIELD TRIP JULY 31ST	2,128.00 581.00 966.00 581.00
146974	07/31/2019	85433	GBJ INC BUSES-YET CENTER II SPACE	1,417.50
146976	07/31/2019	84341	BOT SHOP, LLC INVOICE:62519 ASI PAR	625.00
146982	07/31/2019	82325	CSCRM INC DBA JUMP BUNCH PROVIDE A PHYSICAL ACTIVI	150.00
146983	07/31/2019	85923	DARAKHSHAN M MEMON PROVIDE AN INTERACTIVE RO	425.00
146984	07/31/2019	87137	LITTLE SCIENTIST INC PROVIDE INTERACTIVE STEM	340.00
146989	07/31/2019	81964	YOUNG AUDIENCES OF HOUSTON ASI PARTNER SITE ASI PARTNER SITE	1,176.00 500.00 676.00
V146464	07/02/2019	84986	ABUNDANCE EDUCATIONAL CONSULTING PROVIDE A STEM ENRICHMENT SELECT SERVICES PROGRAM A	2,805.00 445.00 2,360.00
V146471	07/02/2019	17320	BUTLER BUSINESS PRODUCTS AVERY DURABLE SLANT D-RIN QUARTET PORCELAIN WHITEBO	753.62 62.50 691.12
V146479	07/02/2019	84652	KATHLEEN EVANS MARCH MILEAGE	15.66
V146486	07/02/2019	87484	ADRIAN IZAGUIRRE MAY MILEAGE YOUTH SUMMIT 2019	117.36 72.36 45.00
V146584	07/09/2019	17320	BUTLER BUSINESS PRODUCTS ORANGE .51 OZ 2 OZ CLEAR BOTTLES 20 SET DRIVE, FLASH,NO PASSWRD,3 YARDSTICK,BRS ENDS,WD TAPE, MAKHING BINDER, VIEW,RR,1,WHT PENCIL, COLOR, VERITHIN, RULER, 12", PLASTIC, WHT CHALK, SIDEWLK, WASHABLE, 6 PK OIL TOASTY PLUSH COTTON BALLS, NS, MED WHITE TSHIRT MEDIUM WHITE TSHIRT SMALL	3,039.48 104.25 323.00 254.10 173.70 27.60 55.50 968.40 225.00 42.00 193.80 353.25 207.90 55.00 55.98
V146587	07/09/2019	87526	JACQUELINE MARA CHAVEZ MAY MILEAGE	30.57
V146628	07/09/2019	86871	ANGELINA H RODRIGUEZ CONTRACT SERVICES-PROVIDE SELECT SERVICES PROGRAM A	8,855.00 875.00 7,980.00
V146684	07/16/2019	88295	BAKED WITH CONFIDENCE CONTRACT SERVICES-PROVIDE	700.00

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**Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146702	07/16/2019	87503	VICTORIA ELENA LOPEZ-CASE MAY MILEAGE	93.84
V146784	07/23/2019	87110	JESSELYN EVETTE ARCENEUX OSTI-CON CONFERENCE	54.00
V146794	07/23/2019	86500	CHASIDY SHOYONNE CELESTINE OSTI-CON CONFERENCE OSTI-CON CONFERENCE	319.72 54.00 265.72
V146795	07/23/2019	87526	JACQUELINE MARA CHAVEZ JUNE MILEAGE OSTI-CON CONFERENCE	96.92 42.92 54.00
V146798	07/23/2019	87018	COLOR OF LIFE COMMUNITY RESOURCE & CONTRACT SERVICES-SUMMER CONTRACT SERVICES-SUMMER CONTRACT SERVICES-SUMMER CONTRACT SERVICES-SUMMER	4,000.00 1,000.00 1,000.00 1,000.00 1,000.00
V146800	07/23/2019	87964	ASHLEY ALEXANDRIA DAVIS OSTI-CON CONFERENCE	54.00
V146803	07/23/2019	84652	KATHLEEN EVANS APRIL MILEAGE MAY MILEAGE FEBRUARY MILEAGE	157.95 86.36 43.40 28.19
V146811	07/23/2019	88068	KITTRA PROBUS HEWITT MAY MILEAGE JUNE MILEAGE	105.39 42.46 62.93
V146813	07/23/2019	87484	ADRIAN IZAGUIRRE OSTI-CON CONFERENCE OSTI-CON CONFERENCE	336.96 282.96 54.00
V146820	07/23/2019	87503	VICTORIA ELENA LOPEZ-CASE JUNE MILEAGE OSTI-CON CONFERENCE OSTI-CON CONFERENCE	356.99 41.91 261.08 54.00
V146825	07/23/2019	86800	BRANDI KESSEE NICHOLS OSTI-CON CONFERENCE	54.00
V146828	07/23/2019	87206	TRACIE R SCALES OSTI-CON CONFERENCE OSTI-CON CONFERENCE	314.96 260.96 54.00
V146834	07/23/2019	87776	MICHAEL DAVID WILSON OSTI-CON CONFERENCE OSTI-CON CONFERENCE	317.36 263.36 54.00
V146924	07/30/2019	88295	BAKED WITH CONFIDENCE CONTRACT SERVICES-PROVIDE	700.00
V146926	07/30/2019	82525	BRAZILIAN ARTS FOUNDATION PROVIDE A BRAZILIAN STYLE ARTIST FOR KIDS DAY HOBBY SELECT SERVICES PROGRAM A SELECT SERVICES PROGRAM A SELECT SERVICES PROGRAM A SELECT SERVICES PROGRAM A SELECT SERVICES PROGRAM A	9,271.90 150.00 2,850.00 1,215.00 854.55 1,637.35 2,025.00 540.00
V146928	07/30/2019	17320	BUTLER BUSINESS PRODUCTS CUSTOM BUTLER RED BAG BEVERAGE 12OZ GATORAD	1,794.44 1,592.91 201.53

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**Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146931	07/30/2019	86500	CHASIDY SHOYONNE CELESTINE	354.45
			BOOST CONFERENCE	105.95
			BOOST CONFERENCE	17.50
			BOOST CONFERENCE	231.00
V146941	07/30/2019	80634	TRINA S'ZELLE FINLEY	5.20
			PARKING FOR KIDS DAY	
V146942	07/30/2019	87838	RACHAEL DIANE OLMOS GUZMAN	7,500.00
			SELECT SERVICES PROGRAM A	2,100.00
			SELECT SERVICES PROGRAM A	5,400.00
V146949	07/30/2019	87484	ADRIAN IZAGUIRRE	567.58
			BOOST CONFERENCE	169.39
			BOOST CONFERENCE	231.00
			BOOST CONFERENCE	17.50
			BOOST CONFERENCE	149.69
V146959	07/30/2019	86800	BRANDI KESSEE NICHOLS	132.41
			JUNE MILEAGE	57.01
			MAY MILEAGE	75.40
V146967	07/30/2019	87206	TRACIE R SCALES	72.73
			JUNE MILEAGE	
V146990	07/31/2019	88295	BAKED WITH CONFIDENCE	1,400.00
			CONTRACT SERVICES-PROVIDE	700.00
			CONTRACT SERVICES-PROVIDE	700.00
V146991	07/31/2019	17320	BUTLER BUSINESS PRODUCTS	1,903.38
			LORELL ALUMINUM FRAME DRY	223.92
			BROTHER BUSINESS COLOR LA	1,199.98
			LAMINATE SQUARE BOOKCASE	285.58
			VERBATIM 8GB USB FLASH DR	73.40
			CLIPBOARDS BUSINESS SOURC	58.20
			SHEET PROTECTORS BUSINESS	62.30
V146992	07/31/2019	87018	COLOR OF LIFE COMMUNITY RESOURCE &	2,000.00
			CONTRACT SERVICES-SUMMER	1,000.00
			CONTRACT SERVICES-SUMMER	1,000.00
V146993	07/31/2019	87336	CHARMETTE JONES	350.00
			CLASSES FOR ASI PARTN	

Number of checks in fund 2889 - FED-AFTER SCHOOL PTNRSHIP: **77**      Amount total: **127,774.50**

**Fund: 4639 - LOC-HOUSTON ENDOWMNET**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146765	07/23/2019	44980	OTC DIRECT INC - JOB NO 16/057KC	1,756.64
			GREEN SPIRAL NOTE BOOKS &	422.25
			ORANGE SPIRAL NOTE BOOKS	329.80
			LAMINATED ENDANGERED ANIM	127.10
			I LOVE TO READ PENCILS	178.22
			I LOVE TO READ RUBBER BRA	277.02
			PURPLE SPIRAL NOTE BOOKS&	422.25

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**Fund: 4639 - LOC-HOUSTON ENDOWMNET**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146584	07/09/2019	17320	BUTLER BUSINESS PRODUCTS SKINNY DIP SPEAKER	5,697.50 2,878.00
			SETUP ELASTIC PHONE HOLDE	45.00
			FOLD AWAY SLING BAG	952.00
			SETUP ELASTIC PHONE HOLDE	45.00
			FREIGHT	20.00
			CLIP IT ANWHERE CUSTOM	1,117.50
			SETUP CHARGE CLIP IT ANWH	50.00
			ELASTIC PHONE HOLDER (GRE	180.00
			SETUP CHARGE CLIT IT ANWH	50.00
			FREIGHT	360.00
V146622	07/09/2019	84863	COLOR ONE SYSTEMS CASE BANNER	672.00
V146791	07/23/2019	17320	BUTLER BUSINESS PRODUCTS CHIPS FRITO-LAY SPICY PAR	1,038.88 305.83
			CHIPS FRITOLAY BIG GRAB C	225.55
			JUICE FRUIT PUNCH, STRAWB	157.50
			COOKIE VARIETY 60 PACK	225.00
			FRUITSNACK MOTTS MEDLEY 9	125.00

Number of checks in fund 4639 - LOC-HOUSTON ENDOWMNET: 4      Amount total: **9,165.02**

**Fund: 4679 - LOC-CITY OF HOUSTON**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
126010 void	06/29/2016	87226	PROGRESSIVE AMATEUR BOXING ASSOC CASE FOR KIDS CONNECTION:	-1,561.79

Number of checks in fund 4679 - LOC-CITY OF HOUSTON: 1      Amount total: **-1,561.79**

**Fund: 4989 - LOC-OTHER LOCAL GRANTS**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146538	07/09/2019	88280	ARTHUR C HOWARD PROVIDE NEW COURSE, NEW C	5,700.00
146975	07/31/2019	84906	HARVEY JOSEPH PANEITZ CONTRACT SERVICES-IMPLEME	5,000.00
V146802	07/23/2019	88038	PHILLIP GERARD EMERSON II REIMB CLASS SUPPLIES	105.19

Number of checks in fund 4989 - LOC-OTHER LOCAL GRANTS: 3      Amount total: **10,805.19**

**Fund: 6959 - CAPITAL PROJ LOCAL FUNDS**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146777	07/23/2019	87675	SWART ARCHITECTS INC ADD CONSTR WK FORTIS	9,937.00

Number of checks in fund 6959 - CAPITAL PROJ LOCAL FUNDS: 1      Amount total: **9,937.00**

**Fund: 7119 - CHOICE PARTNERS**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146457	07/02/2019	57383	TEXAS ASSOC FOR SCHOOL NUTRITION AD SIZE: 1/4 PAGE 1/4 PAG	3,175.00
146536	07/09/2019	32350	HOUSTON CHRONICLE ADVERTISING FOR CHOICE PA	401.90



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**Fund: 7119 - CHOICE PARTNERS**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146542	07/09/2019	34705	J HARDING & CO ESTIMATED SHIPPING/HANDLI	1,051.93 72.00
			POLYKNIT THROW STYLE TABL	279.98
			POLYKNIT THROW STYLE TABL	279.98
			POLYKNIT THROW STYLE TABL	419.97
146645	07/16/2019	18165	CDW GOVERNMENT INC APC BACK-UPS PRO BR-UPS -	456.75
146659	07/16/2019	32350	HOUSTON CHRONICLE ADVERTISING FOR CHOICE PA	238.14
146676	07/16/2019	60940	UNITED PARCEL SERVICE POSTAGE	11.95
146720	07/23/2019	82465	ADMINISTRATIVE CONSULTING MONTHLY ADVERTISING FOR T	65.00
146782	07/23/2019	61927	VERIZON WIRELESS VERIZON 060819-070719	281.16
146920	07/30/2019	87489	DAHILL OFFICE TECHNOLOGY CORP DAHILL COPIER OVERAGE AND	396.97 9.90
			LEASE OF DAHILL COPIER FO	155.57
			LEASE OF DAHILL COPIER FO	155.57
			DAHILL COPIER OVERAGE AND	13.54
			DAHILL COPIER OVERAGE AND	21.08
			DAHILL COPIER OVERAGE AND	41.31
V146473	07/02/2019	86611	KAREN JEANINE CHESKY BVPPA JUNE MEETING &	52.37
V146476	07/02/2019	87611	KRISTI LYNN DION TEXAS K-12 CTO CLINIC	90.00
V146477	07/02/2019	87114	JEFFREY ALAN DRURY TASBO SUMMER CONFEREN	698.48 90.00
			TXPPA (TX PUBLIC PURC	242.44
			TXPPA (TX PUBLIC PURC	54.00
			TASBO SUMMER CONFEREN	312.04
V146478	07/02/2019	82002	DON ELDER JR FIELD CONSULTANT DAILY RA	1,569.31 1,050.00
			FIELD CONSULTANT REIMBURS	519.31
V146481	07/02/2019	85947	F&S CALHOUN CONSULTING INC FIELD CONSULTANT DAILY RA	1,477.82 1,300.00
			FIELD CONSULTANT REIMBURS	177.82
V146482	07/02/2019	87910	ANN MARIE HARBOUR FIELD CONSULTANT REIMBURS	2,205.48 580.48
			FILED CONSULTANT DAILY RA	1,625.00
V146489	07/02/2019	81334	TRISHA DAWN PRESTIGIACOMO THE BUSINESS OF NUMBE	108.00
V146492	07/02/2019	87224	STEPHEN K KENDRICK TASBO SUMMER SOLUTION	690.94 306.24
			TASBO SUMMER SOLUTION	90.00
			2019 TXPPA SUMMER MOM	54.00
			2019 TXPPA SUMMER MOM	240.70
V146497	07/02/2019	81107	JOANN NICHOLS JUNE MILEAGE	61.92
V146502	07/02/2019	82598	MICHAEL A ROBLES TASBO SUMMER CONFEREN	27.00

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**Fund: 7119 - CHOICE PARTNERS**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146507	07/02/2019	87607	LAURA A SPREHE BUSINESS OF NUMBERS A	301.92 117.00
V146584	07/09/2019	17320	BUTLER BUSINESS PRODUCTS ORBITOR PENS W/ 1 COLOR I ESTIMATED SHIPPING/HANDLI	184.92 880.00 850.00 30.00
V146588	07/09/2019	87611	KRISTI LYNN DION TACCBO 2019	117.00
V146590	07/09/2019	82002	DON ELDER JR FIELD CONSULTANT DAILY RA	1,050.00
V146592	07/09/2019	85947	F&S CALHOUN CONSULTING INC FIELD CONSULTANT DAILY RA FIELD CONSULTANT REIMBURS	1,488.67 1,300.00 188.67
V146593	07/09/2019	87910	ANN MARIE HARBOUR REIMBUSEABLE EXPENSES FILED CONSULTANT DAILY RA	2,093.78 468.78 1,625.00
V146597	07/09/2019	81334	TRISHA DAWN PRESTIGIACOMO TASN 2019 ANNUAL CONF TASN 2019 ANNUAL CONF	420.92 303.92 117.00
V146613	07/09/2019	82598	MICHAEL A ROBLES INSTITUTE FOR SUPPLY INSTITUTE FOR SUPPLY	516.00 435.00 81.00
V146620	07/09/2019	87607	LAURA A SPREHE TASN ANNUAL CONFERENC TASN ANNUAL CONFERENC	395.66 305.66 90.00
V146622	07/09/2019	84863	COLOR ONE SYSTEMS CHOICE PARTNERS EASEL SIG	1,350.00
V146625	07/09/2019	82571	SHORT ENTERPRISE, INC/WEBREVELATION HCDE SERVICES AGREEMENT F	3,412.50
V146691	07/16/2019	82002	DON ELDER JR FIELD CONSULTANT REIMBURS FIELD CONSULTANT DAILY RA	1,187.24 137.24 1,050.00
V146693	07/16/2019	87910	ANN MARIE HARBOUR FILED CONSULTANT DAILY RA	365.63
V146712	07/16/2019	86994	JANET BAILEY WACHS TASN	90.00
V146791	07/23/2019	17320	BUTLER BUSINESS PRODUCTS DART PEN W/ STYLUS 2500 R	1,000.00
V146804	07/23/2019	85947	F&S CALHOUN CONSULTING INC FIELD CONSULTANT DAILY RA FIELD CONSULTANT REIMBURS	1,096.97 975.00 121.97
V146808	07/23/2019	87910	ANN MARIE HARBOUR REIMBURSEABLE EXPENSE FILED CONSULTANT DAILY RA	1,433.40 133.40 1,300.00
V146815	07/23/2019	81334	TRISHA DAWN PRESTIGIACOMO SCHOOL NUTRITION ASSO SCHOOL NUTRITION ASSO	443.12 313.50 129.62
V146938	07/30/2019	82002	DON ELDER JR FIELD CONSULTANT DAILY RA	1,400.00
V146940	07/30/2019	85947	F&S CALHOUN CONSULTING INC FIELD CONSULTANT REIMBURS FIELD CONSULTANT DAILY RA	1,084.09 109.09 975.00

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Number of checks in fund 7119 - CHOICE PARTNERS: 39

Amount total:      **33,187.02**

**Fund: 7999 - ISF-FACILITIES**

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146422	07/02/2019	87542	ALWAYS IN SEASON, INC MONTHLY PLANT SERVICE AT	204.35
146428	07/02/2019	18165	CDW GOVERNMENT INC LENOVO THINKCENTRE CDW#46 STARTECH.COM	1,114.20 1,081.17 33.03
146432	07/02/2019	87401	ERC ENVIRONMENTAL & CONST SERV INC IAG ASSESSMENT FOR MOLD A IAQ ASSESSMENT FOR MOLD A BUILDING MATERIAL SURVEY ADULT EDUCATION 626 LINDA BUILDING MATERIAL SURVEY ASBESTOS ENCLOSURE	33,235.00 2,505.00 2,120.00 20,630.00 3,520.00 3,960.00 500.00
146441	07/02/2019	33040	CITY OF HOUSTON WATER WATER 051719-061919 WATER 051619-061919 WATER 052119-061919 WATER 051719-061819 WATER 051719-061919 WATER 051719-061919 WATER 051719-061919 WATER 051719-061919 WATER 052019-061919 WATER 051719-061819 WATER 051719-061919	2,229.35 165.74 34.10 861.77 279.27 28.65 15.88 124.16 116.38 15.88 587.52
146461	07/02/2019	62751	WASTE MANAGEMENT MAY19 WASTE DISPOSAL MAY19 WASTE DISPOSAL MAY19 WASTE DISPOSAL	619.20 71.45 476.30 71.45
146520	07/09/2019	18165	CDW GOVERNMENT INC MICROSOFT SURFACE BOOK 2 MICROSOFT COMPLETE FOR BU	2,875.29 2,538.69 336.60
146522	07/09/2019	18491	CENTERPOINT ENERGY GAS 052419-062419 GAS 042519-052419 GAS 052319062419 GAS 052419-062419	4,257.95 1,918.98 2,297.15 20.08 21.74
146528	07/09/2019	87392	ENGIE RESOURCES INC ELECT 052219-062119 ELECT 052119-062019 ELECT 052219-062119	311.46 20.51 10.66 280.29
146530	07/09/2019	88289	JOSHUA JOEL GARZA JUNE MILEAGE	58.00
146531	07/09/2019	85932	EMCOR GOWAN INC REPLACEMENT OF 2 20-TON C MATERIALS TO REPLACE 2--1 CRANE RENTAL FOR REPLACIN MISC	25,032.09 5,568.00 16,135.00 2,600.00 729.09
146533	07/09/2019	29829	HARRIS COUNTY MUD #5 WATER 052119-061919	263.50
146537	07/09/2019	33040	CITY OF HOUSTON WATER WATER 052119-062119	26.85

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146541	07/09/2019	34700	ISI COMMERCIAL REFRIGERATION, INC ICE FLAKER / MODEL#F0822A	5,000.16 3,929.94
			ICE BIN	936.44
			KBT27 BIN TOP	133.78
146558	07/09/2019	50335	ROYALWOOD MUD	320.97
			WATER 052119-061719	72.07
			WATER 052119-061419	69.24
			WATER 052119-061419	104.76
			WATER 052119-061419	74.90
146565	07/09/2019	86604	TRIO ELECTRIC LTD	13,735.10
			PROVIDING SUPPLIES, MATER	
146568	07/09/2019	60940	UNITED PARCEL SERVICE	53.80
			POSTAGE	
146572	07/09/2019	62751	WASTE MANAGEMENT	1,690.90
			JUN 19 WASTE DI SRVIC	214.36
			JUN 19 WASTE DI SRVIC	476.30
			JUN 19 WASTE DI SRVIC	142.89
			JUN 19 WASTE DI SRVIC	71.45
			JUN 19 WASTE DI SRVIC	95.26
			JUN 19 WASTE DI SRVIC	142.89
			JUN 19 WASTE DI SRVIC	476.30
			JUN 19 WASTE DI SRVIC	71.45
146646 void	07/16/2019	18491	CENTERPOINT ENERGY	0.00
			GAS 052919-062719	-31.97
			GAS 052919-062719	31.97
146647	07/16/2019	19060	CHEVRON AND TEXACO CARD SERVICES	265.26
			MAY 2019 GAS	
146651	07/16/2019	87401	ERC ENVIRONMENTAL & CONST SERV INC	1,800.00
			TDSHS STATE NOTIFICATION	
146653	07/16/2019	87392	ENGIE RESOURCES INC	6,903.08
			ELECTRIC052419-062519	1,349.36
			ELECT 052419-062519	4,158.94
			ELECTRIC052419-062519	244.79
			ELECTRIC052419-062519	57.76
			ELECTRIC052419-062519	807.49
			ELECTRIC052419-062519	6.37
			ELECTRIC052419-062519	16.53
			ELECTRIC052419-062519	261.84
146658	07/16/2019	31325	HIGH POINT SANITARY SOLUTIONS	4,785.44
			SSS PANTHER 15B MICROSCRU	4,631.44
			PAD DRIVER	154.00
146660	07/16/2019	33040	CITY OF HOUSTON WATER	433.12
			WATER 053019-062819	166.35
			WATER 052819-062819	266.77

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146663	07/16/2019	35350	JOHNSON SUPPLY & EQUIPMENT CORP	5,514.51
			BLACK DUCT TAPE PRINTED /	12.45
			UL181 ALUMINIUM #764086	18.38
			BRUSH REPLACED 70480 / SC	6.38
			CALGON VACUUM PUMP	11.08
			7/8 COUPLING SWEAT	3.56
			1-1/8 X 1/2 PIPE INSULATI	2.82
			3/4 SCH 40 PVC TO PLAIN E	3.30
			7/8 X 3/4 PIPE INSULATION	4.14
			SSI SMD RESEARCH IN LINE	19.05
			NITROGEN GAS CONTENTS / #	13.18
			3/8 COUPLING SWEAT / #75	1.60
			3/4 90 PVC SLIP X SLIP -	1.38
			PARTS NEEDED FOR THE SCIE	1,470.30
			WBC2002S 20KW ELE HEAT PS	133.45
			SILVER SOLDER / #313780	67.52
			3/4 MALE ADAPT PVC SLIP /	0.84
			203L PVC SOLVENT CEMENT 1	5.44
			5T PSC AHU 2/1 /88WX52/5H	945.63
			AC/HP TXV	60.16
			1 1/8 LR 90 SWEAT ELL	7.58
			5T PSC AHU #145534	945.63
			COND UNIT PAD #154326	45.41
			HARDCAST IRON GRIP	29.78
			7/8 LR 90 SWEAT ELL / #75	19.32
			3/8 LR 90 SWEAT ELL / #75	13.86
			3/4 FEMALE ADPT PVC SLIP	1.20
			4AC1660P 14 + 5T CU / AC	1,470.30
			SNGL PT W/BRKR 230/1 BCE3	133.45
			7/8 LR 90 SWEAT ELL	6.44
			7/8 COUPLING SWEAT	1.68
			1 1/8 COUPLING SWEAT	3.50
			STANDARD CTN	48.58
			1 1/8 X 7/8 RED COUP SWEA	7.12
146675	07/16/2019	59870	THYSSENKRUPP ELEVATOR CORP	2,721.29
			JUL 19 SERVICE FOR A	258.39
			JUL 19 SERVICE FOR A	247.53
			JUL 19 SERVICE FOR A	569.04
			JUL 19 SERVICE FOR A	1,310.53
			JUL 19 SERVICE FOR A	335.80
146676	07/16/2019	60940	UNITED PARCEL SERVICE	13.45
			POSTAGE	
146715	07/16/2019	18491	CENTERPOINT ENERGY	31.97
			GAS 052919-062719	
146724	07/23/2019	87542	ALWAYS IN SEASON, INC	297.99
			JUL 19 PLANT MAINTEN	133.71
			JUN 19 PLANT MAINTEN	133.71
			REF PO1901585 JUN 19	10.57
			REF PO190585 JUL19	20.00
146729	07/23/2019	17861	CARRIER SOUTH CENTRAL	3,005.60
			COMPRESSOR / P040-16371	2,925.00
			CONTRACTOR THREE POLE 40A	80.60

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146731	07/23/2019	18491	CENTERPOINT ENERGY GAS 060419-070319	42.74 21.74
			GAS 060619-070819	21.00
146735	07/23/2019	84834	DIGITAL AIR CONTROL INC. WESTVIEW UNIT RTU9	1,124.50 959.50
			CONF CENT WALL RED	165.00
146740	07/23/2019	24520	SWETTCORP	690.00
			PERFORM ELEV SAFTY	
146741	07/23/2019	87392	ENGIE RESOURCES INC	8,716.38
			ELECTR042219-052119	1,947.67
			ELECT 052819-062519	27.22
			ELECT 052819-062519	2,040.37
			ELECT 052119-062019	41.00
			ELECT 042219-052119	41.02
			ELECT052119-062019	2,082.26
			ELECT052019-062019	2,380.17
			ELECT 052819-062519	156.67
146742	07/23/2019	26235	FOSTER FENCE LTD	3,210.00
			DEMO INSTALL	1,010.00
			INSTALLED GAVANIZED I	2,200.00
146744	07/23/2019	85932	EMCOR GOWAN INC	4,776.90
			CHECK OIL PRESSURE	214.00
			INST NEW DAMPER6300 I	1,541.00
			CAPPED SIDE OF METER	470.20
			DROVE JOBSITE WITH C	1,052.20
			NEWCOMPRESS INSTALL	1,193.50
			TROUBLESHOOT UNIT	306.00
146745	07/23/2019	29505	HALLMARK OFFICE PRODUCTS INC	360.00
			RACETRACK CONFERENCE TALB	
146747	07/23/2019	31325	HIGH POINT SANITARY SOLUTIONS	439.76
			CUSTODIAL SUPPLIES	
146752	07/23/2019	35350	JOHNSON SUPPLY & EQUIPMENT CORP	12,251.32
			R-22 30# REFRIGERANT	

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146760	07/23/2019	82060	METROPOLITAN LANDSCAPE MGMT INC	9,859.41
			ADD 2NC CUT MEDFIEL	300.00
			JUN 19 LAWN MAINTENA	689.15
			JUN 19 LAWN MAINTENA	228.20
			JUN 19 LAWN MAINTENA	119.88
			JUN 19 LAWN MAINTENA	157.50
			JUN 19 LAWN MAINTENA	222.95
			JUN 19 LAWN MAINTENA	103.25
			JUN 19 LAWN MAINTENA	206.50
			JUN 19 LAWN MAINTENA	94.95
			JUN 19 LAWN MAINTENA	679.35
			JUN 19 LAWN MAINTENA	785.83
			JUN 19 LAWN MAINTENA	525.00
			JUN 19 LAWN MAINTENA	180.00
			ADD 2ND CUT MEDFIEL	300.00
			JUN 19 LAWN MAINTENA	456.40
			JUN 19 LAWN MAINTENA	679.35
			JUN 19 LAWN MAINTENA	119.88
			JUN 19 LAWN MAINTENA	119.88
			JUN 19 LAWN MAINTENA	240.83
			JUN 19 LAWN MAINTENA	228.20
			JUN 19 LAWN MAINTENA	995.05
			JUN 19 LAWN MAINTENA	820.58
			JUN 19 LAWN MAINTENA	123.38
			JUN 19 LAWN MAINTENA	119.88
			JUN 19 LAWN MAINTENA	346.50
			JUN 19 LAWN MAINTENA	155.75
			JUN 19 LAWN MAINTENA	156.63
			JUN 19 LAWN MAINTENA	467.25
			JUN 19 LAWN MAINTENA	237.29
146766	07/23/2019	45846	VIRGINIA E PEGUERO	3,375.49
			AUG 19 LEASE FOR 631	
146767	07/23/2019	85367	POWERSECURE SERVICE	1,657.80
			WIRING GOVERNOR @WEST	907.80
			QRTL Y MAINTENANCE DONE ON	750.00
146776	07/23/2019	53060	SATCO SERVICE INC	857.00
			MONTHLY PARKING LOT SW	219.00
			ANNUAL PARKING LOT SWEEPI	241.00
			ANNUAL PARKING LOT SWEEPI	241.00
			ANNUAL PARKING LOT SWEEPI	156.00

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146782	07/23/2019	61927	VERIZON WIRELESS	5,813.19
			VERIZON 060819-070719	89.96
			VERIZON 060819-070719	458.47
			VERIZON 060819-070719	1,080.12
			VERIZON 060819-070719	0.08
			VERIZON 060819-070719	38.11
			VERIZON 060819-070719	100.34
			VERIZON 060819-070719	160.46
			VERIZON 060819-070719	1,544.35
			VERIZON 060819-070719	38.11
			VERIZON 060819-070719	50.17
			VERIZON 060819-070719	73.76
			VERIZON 060819-070719	86.80
			VERIZON 060819-070719	542.47
			VERIZON 060819-070719	1,549.99
146857	07/30/2019	18491	CENTERPOINT ENERGY	71.37
			GAS 051619-061219	36.91
			GAS 061319-071519	34.46
146866	07/30/2019	87392	ENGIE RESOURCES INC	2,269.70
			ELECTRI060719-070919	
146871	07/30/2019	26235	FOSTER FENCE LTD	2,188.00
			INSTALL A 7' HIGH GALVANI	
146875	07/30/2019	29917	HARRIS COUNTY TOLL ROAD AUTHORITY	317.99
			JUN19 TOLL ROAD USA	
146877	07/30/2019	33040	CITY OF HOUSTON WATER	2,766.97
			WATER 061819-071919	15.88
			WATER 062819-071919	179.01
			WATER 071219	219.42
			WATER 061819-071919	48.90
			WATER 061919-071919	28.65
			WATER 061919-071919	15.88
			WATER 061919-071919	124.16
			WATER 061219-071219	175.08
			WATER 061219-071219	193.29
			WATER 061919-071919	165.74
			WATER 061919-071919	116.38
			WATER 061919-071919	34.10
			WATER 061219071219	56.04
			WATER 061919-071919	510.73
			WATER 061919-071919	883.71
146885	07/30/2019	33941	INDUSTRIAL FIRE EQUIPMENT COMPANY	164.00
			FIRE EXTING YRLY INSP	
146894	07/30/2019	86248	MILLENNIUM PROJECT SOLUTIONS, INC.	5,996.27
			KITCHEN CEILING TILE REPL	



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146920	07/30/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	479.25
			WESTVIEW / FACILITIES / 5	155.57
			WAREHOUSE COPIER / WESTVI	26.69
			OVERAGE CHARGES	12.67
			OVERAGE CHARGES	1.43
			OVERAGE CHARGES	25.81
			OVERAGE CHARGES	0.44
			WAREHOUSE COPIER / WESTVI	26.69
			MAINTENANCE COPIER / WEST	26.69
			MAINTENANCE COPIER / WEST	26.69
			OVERAGE CHARGES	0.56
			OVERAGE CHARGES	1.34
			OVERAGE CHARGES	1.65
			WESTVIEW / FACILITIES / 5	155.57
			OVERAGE CHARGES	16.94
			OVERAGE CHARGES	0.51
V146472	07/02/2019	83332	JULIE MARIE SMITH	56.38
			JUNE MILEAGE	
V146480	07/02/2019	85264	EXECUTIVE THREAT SOLUTIONS LLC	17,184.00
			SECRTY SRVWK0527-0609	4,176.00
			SECURIT 061019-062319	3,888.00
			SECURIT 061019-062319	4,800.00
			SECRTY SRVWK0527-0609	4,320.00
V146485	07/02/2019	31720	COPELAN SERVICES INC	1,065.99
			PEST CONTROL FOR ABS EAST	57.00
			PEST CONTROL FOR FORTIS A	15.75
			WEEKLY MOSQUITO SPRAY / A	181.00
			WEEKLY MOSQUITO SPRAY / A	181.00
			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	67.25
			PEST CONTROL FOR 8003 E S	77.75
			MISC SMALL PEST CONTROL I	31.25
			MISC SMALL PEST CONTROL I	40.00
			PEST CONTROL FOR ABS WEST	41.50
			PEST CONTROL FOR ABS WEST	41.50
			PEST CONTROL FOR 8003 E S	26.00
			PEST CONTROL FOR FORTIS A	15.75
			PEST CONTROL FOR FORTIS A	31.24
			WEEKLY MOSQUITO SPRAY / A	181.00
V146500	07/02/2019	47923	QSS, L.C	2,484.71
			SHIPPING	40.00
			SECURITY PANEL CHANGE TO	1,439.74
			SHIPPING	40.00
			FIRE ALARM SWITCH TO CELL	964.97
V146585	07/09/2019	83332	JULIE MARIE SMITH	20.88
			JUNE MILEAGE	10.44
			JUNE MILEAGE	10.44
V146591	07/09/2019	85264	EXECUTIVE THREAT SOLUTIONS LLC	10,368.00
			SECURITY WK513-052619	5,568.00
			SECURITY WK513-052619	4,800.00

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V146596	07/09/2019	31720	COPESAN SERVICES INC PEST CONTROL AT 6005 WEST	491.00 77.25
			WEEKLY MOSQUITO SPRAY / A	181.00
			PEST CONTROL AT 6005 WEST	232.75
V146609	07/09/2019	47923	QSS, L.C	5,799.87
			OUTDOOR WIRELESS READER	904.50
			PANEL INTERFACE MODULE FO	708.75
			18-06 OAS STR CMP	51.00
			MISC HARDWARE	119.05
			POWER SUPPLY CHARGER	111.58
			REQUEST TO EXIT PASSIVE I	261.00
			200 18-04 OA STR CMP	35.00
			CAD DESIGNS AND PERMITS	1,111.11
			MULTI -TECHNOLOGY READER	313.20
			BASE POWER SUPPLY	336.15
			2 RED PNEUMATIC MUSHROOM	278.98
			2 M450 HIGH SECURITY SERI	523.80
			READER CONTROLLER WITH BA	915.75
			SHIPPING AND HANDLING	130.00
V146611	07/09/2019	84653	LOUIS A HERNANDEZ INC.	154.56
			MONTHLY COFFEE AND COFFEE	
V146688	07/16/2019	17320	BUTLER BUSINESS PRODUCTS	1,510.68
			CLIPBOARD 9 X 12 CLR	16.20
			CUP, PENCIL, MECH	3.81
			PAD, STAMP, MSG, CLASSIS	28.47
			PAPER, PAD 5X8 LR CAN	9.78
			PEN, REFL, BP, INFLECTION	5.66
			LASER CRG	113.11
			STAND, MONITOR, DUAL	84.09
			BOARD 3 X 2 MONTHLY CALEN	142.69
			DISPLAY, VARIO, DESK, 10	86.89
			PEN, GEL, RTR, G2, G27, F	13.99
			SCISSOR, SCOTCH, PRECISIO	10.52
			HOLDER MEMO, 3X3, MESH	5.45
			HOLDER, CARD, BUSINESS, M	3.59
			STAPLER, OPTIMA, 40, SLV	31.18
			HOLDER, PAPER, CLIP, MESH	3.95
			CHAIR/HB/ PNEUMATIC BLACK	407.18
			LASER CRG	113.63
			TAPE, TRANS 3/4X1000	31.20
			NOTE, POST -IT 3X34 YEL	47.36
			TRAY, LETTER, MESH	54.57
			EASEL, DS, TRI 64", NAT	297.36
V146692	07/16/2019	85264	EXECUTIVE THREAT SOLUTIONS LLC	7,200.00
			SECURITY WK0624-07071	3,360.00
			SECURITY WK0624-07071	3,840.00
V146695	07/16/2019	31720	COPESAN SERVICES INC	491.00
			PEST CONTROL AT 6005 WEST	232.75
			WEEKLY MOSQUITO SPRAY / A	181.00
			PEST CONTROL AT 6005 WEST	77.25
V146708	07/16/2019	84653	LOUIS A HERNANDEZ INC.	612.00
			MONTHLY COFFEE AND COFFEE	

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V146710	07/16/2019	53379	DS WATERS OF AMERICA INC MAY 19 WATER SRV	238.36
V146791	07/23/2019	17320	BUTLER BUSINESS PRODUCTS CALENDAR NOTEBOOK PLANNER GEN SUPPLIES CHAIR HB PNEUMATIC MISC SUPPLIES MISC SUPP CHAIR	1,035.12 18.56 37.72 233.71 236.57 188.56 320.00
V146792	07/23/2019	83332	JULIE MARIE SMITH JULY MILEAGE JULY MILEAGE	46.98 15.66 31.32
V146805	07/23/2019	83350	WRIGHT EXPRESS FINANCIAL SVC CORP JUN19EXXON GASOLINE	2,445.07
V146812	07/23/2019	31720	COPELAN SERVICES INC PEST CONTROL AT 803 REID MISC SMALL PEST CONTROL I POWER SPRAY CRAZY PEST CONTROL SERVICE FOR MONTHLY EXTERIOR RAT/MOU PEST CONTROL FOR 6311 IRV PEST CONTROL FOR 600 CROS PEST CONTROL FOR 600 CROS PEST CONTROL AT 101 S. WH MISC SMALL PEST CONTROL I MISC SMALL PEST CONTROL I MONTHLY PEST CONTROL FOR WEEKLY MOSQUITO SPRAY / A PEST CONTROL FOR 6311 IRV PEST CONTROL AT 626 LINDA PEST CONTROL AT 3811 CAPL	1,059.00 31.25 26.00 340.00 46.75 35.00 15.75 41.50 41.50 36.25 30.00 90.00 26.00 181.00 15.75 36.25 66.00
V146826	07/23/2019	47923	QSS, L.C PULLED VIDEO ABE PULLED VIDEO FOR ABW MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 COLNTR M&R BLDGS REPLCD READER INTERF PULLED VIDEO FOR MAYS MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 PULLED VIDEO FOR MAYS MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 MONTHLY MAINT JUN19 FIRE ALARM MONITORING AT	9,705.66 215.00 470.00 442.66 348.60 385.00 553.73 215.00 271.30 210.76 353.91 344.95 407.24 297.03 595.00 1,672.08 203.26 411.78 1,540.94 551.78 170.64 45.00

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**Fund: 7999 - ISF-FACILITIES**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V146930	07/30/2019	83332	JULIE MARIE SMITH JULY MILEAGE	10.44
V146939	07/30/2019	85264	EXECUTIVE THREAT SOLUTIONS LLC SEC-SER-WK0708-072119 SEC-SER-WK0708-072119	8,736.00 3,936.00 4,800.00
V146962	07/30/2019	47923	QSS, L.C 2 M450 HIGH SECURITY SERI INSTALLATION REQUEST TO EXIT PASSIVE I 2 RED PNEUMATIC MUSHROOM MISC HARDWARE OUTDOOR WIRELESS READER POWER SUPPLY CHARGER BASE POWER SUPPLY PANEL INTERFACE MODULE FO READER CONTROLLER WITH BA COMPLETE ANNUAL FIRE SPRI COMPLETE ANNUAL FIRE SPRI COMPLETE ANNUAL FIRE SPRI COMPLETE ANNUAL FIRE SPRI MULTI -TECHNOLOGY READER 200 18-04 OA STR CMP 18-06 OAS STR CMP COMPLETE ANNUAL FIRE SPRI	17,521.74 523.80 3,657.42 261.00 278.98 119.05 904.50 111.58 336.15 708.75 915.75 2,885.92 1,255.80 2,890.75 1,228.61 313.20 35.00 51.00 1,044.48
V146964	07/30/2019	84653	LOUIS A HERNANDEZ INC. MONTHLY COFFEE AND COFFEE	515.20

Number of checks in fund 7999 - ISF-FACILITIES: **74**

Amount total: **272,980.56**

Total number of checks in report: **572**

Amount total: **1,716,884.51**

SUNGARD PENTAMATION

PAGE NUMBER: 1

DATE: 07/31/2019

HARRIS COUNTY DEPARTMENT OF EDUCATION

ACCTPA21

TIME: 10:37:30

CHECK REGISTER INCLUDING SYSTEM VOIDS

ACCOUNTING PERIOD: 11/19

SELECTION CRITERIA: chkstat.rundate between '20190701 00:00:00.000' and '20190731 00:00:00.000' and chkstat.chk\_status='V'

DISTRIBUTION FUND: 1996

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION	#	VOID	MANUAL	CHECK
126010	07/18/2019	PROGRESSIVE AMATEUR BOXING ASSOC	V						
TOTAL FUND						-1561.79			

DISTRIBUTION FUND: 1999

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION	#	VOID	MANUAL	CHECK	VOUCHER
144040	07/01/2019	RHONDA ELAINE GARNER	V			-500.00	VOID	MANUAL	CHECK	
* 144716	07/02/2019	PASADENA ISD	V			-35338.02	VOID	MANUAL	CHECK	
* 144823	07/18/2019	ANGELA HIDER - DO NOT USE-USE 83079	V			-26.00	VOID	MANUAL	CHECK	
* 145308	07/22/2019	MULTICULTURAL LITERACY CENTER	V			-1625.00	VOID	MANUAL	CHECK	
* 145540	07/15/2019	BEARCOM OPERATING, LLC	V			-12390.00	VOID	MANUAL	CHECK	
* 146438	07/16/2019	HDW PRUETT TX LLC	V			-12665.50	VOID	MANUAL	CHECK	
* 146453	07/23/2019	ROSA A QUINONES ORTIZ	V			-128.18	VOID	MANUAL	CHECK	
* 146646	07/16/2019	CENTERPOINT ENERGY	V			-9215.08	VOID	MANUAL	CHECK	
* 146781	07/23/2019	VERIZON WIRELESS	V			0.00	VOID: MULTI		STUB	CHECK
* 146880	07/31/2019	THE HOUSTON MUSEUM OF NAT SCIENCE	V			-3808.00	VOID	MANUAL	CHECK	
* 146914	07/30/2019	DAHILL OFFICE TECHNOLOGY CORP	V			0.00	VOID: MULTI		STUB	CHECK
146915	07/30/2019	DAHILL OFFICE TECHNOLOGY CORP	V			0.00	VOID: MULTI		STUB	CHECK
146916	07/30/2019	DAHILL OFFICE TECHNOLOGY CORP	V			0.00	VOID: MULTI		STUB	CHECK
146917	07/30/2019	DAHILL OFFICE TECHNOLOGY CORP	V			0.00	VOID: MULTI		STUB	CHECK
146918	07/30/2019	DAHILL OFFICE TECHNOLOGY CORP	V			0.00	VOID: MULTI		STUB	CHECK
146919	07/30/2019	DAHILL OFFICE TECHNOLOGY CORP	V			0.00	VOID: MULTI		STUB	CHECK
* V146037	07/23/2019	CAROL LYNN DUTTON	V			-81.78	VOID	MANUAL	CHECK	
* V146074	07/23/2019	JOHANNA LEPS DE JAGER	V			-59.74	VOID	MANUAL	CHECK	
* V146219	07/23/2019	CAROL LYNN DUTTON	V			-125.28	VOID	MANUAL	CHECK	
* V146370	07/23/2019	BRUNSWICK PRESS INC	V			-1914.00	VOID	MANUAL	CHECK	
* V146469	07/23/2019	BRUNSWICK PRESS INC	V			-1010.00	VOID	MANUAL	CHECK	
* V146484	07/02/2019	COPELAN SERVICES INC	V			0.00	VOID: MULTI		STUB	VOUCHER
* V146583	07/08/2019	BUTLER BUSINESS PRODUCTS	V			0.00	VOID: MULTI		STUB	VOUCHER
* V146945	07/30/2019	FRANCES COTANYA HESTER	V			0.00	VOID: MULTI		STUB	VOUCHER
TOTAL FUND						-78886.58				
TOTAL REPORT						-80448.37				

**Regular Board Meeting**

**6.A.3.**

**Meeting Date:** August 21, 2019

**Title:** Approval of Investment Report

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

**Submitted By:** Stephanie Ritchie

**Additional Resource Personnel:** Rosa Maria Torres

**Information**

**Posted Agenda Item:**

Monthly Investment Report for July 2019

**Subject:**

Consider approval of Investment report dated July 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 July 2019.

**Attachments**

Investment Report

**Form Review**

**Inbox**

Assistant Superintendent - Business  
Form Started By: Stephanie Ritchie  
Final Approval Date: 08/06/2019

**Reviewed By**

Jesus Amezcua

**Date**

08/06/2019 03:38 PM  
Started On: 07/22/2019 01:16 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION  
And  
HCDE PUBLIC FACILITY CORPORATION**

**Monthly Investment Report at July 31, 2019  
(unaudited)**

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Detail Account Statements available for review:

- Lone Star Investment Pool Monthly Report
- TexPool Participant Monthly Statement
- Tex STAR Monthly Statement of Accounts
- Chase Bank-Sweep Account Monthly Statements
- Chase Bank-Investment Safekeeping Account Monthly Statements
- PFC – Bank of Texas Fund Monthly Statements

## **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.



**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 \_\_\_\_\_

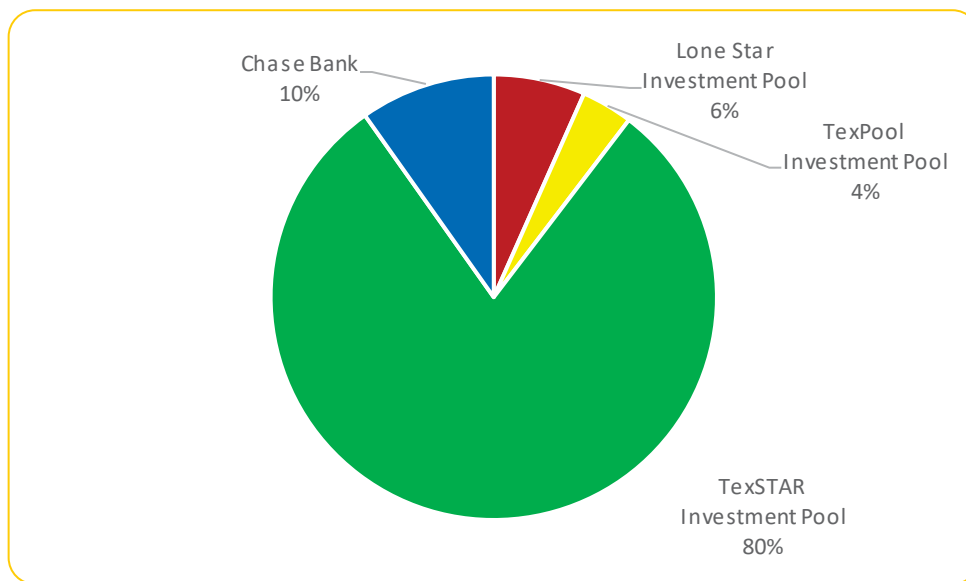
Rosa Maria Torres, RTSBA Chief Accounting Officer \_\_\_\_\_

Stephanie Ritchie, Senior Accountant \_\_\_\_\_

Jaime H Martinez, MBA, Budget & Business Analyst \_\_\_\_\_

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

**\$39,367,803 HCDE - Portfolio by Investment Type**



INVESTMENT ( BOOK VALUE )	GENERAL FUND	RETIREMENT LEAVE FUND	AGENCY FUNDS	TOTAL INVESTED	PERCENT OF TOTAL
Lone Star Investment Pool	2,612,867	-	-	2,612,867	6.6%
TexPool Investment Pool	557,494	906,260	-	1,463,754	3.7%
TexSTAR Investment Pool	31,433,837	-	-	31,433,837	79.8%
Chase Bank	3,813,368	-	43,977	3,857,345	9.8%
<b>Totals</b>	<b>\$ 38,417,566</b>	<b>\$ 906,260</b>	<b>\$ 43,977</b>	<b>\$ 39,367,803</b>	<b>100.00%</b>

[Shown at Book Value]

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Monthly Investment Report at July 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	\$ 2,612,867	1	\$ 2,612,867	1.73
TexPool Inv Pool	1,463,754	1	1,463,754	1.30
TexSTAR Inv Pool	31,433,837	1	31,433,837	10.38
Banks: Overnight & Cash	3,857,345	1	3,857,345	-
<b>Totals</b>	<b>\$ 39,367,803</b>		<b>\$ 39,367,803</b>	<b>3.35</b>

- (A) For HCDE all deposits are due on demand. In this case the WAM = the total (#4) of \$39,367,803 Divided by (#2) Book Value = 1 Days to Maturity
- (B) The WAM of 3.35 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.

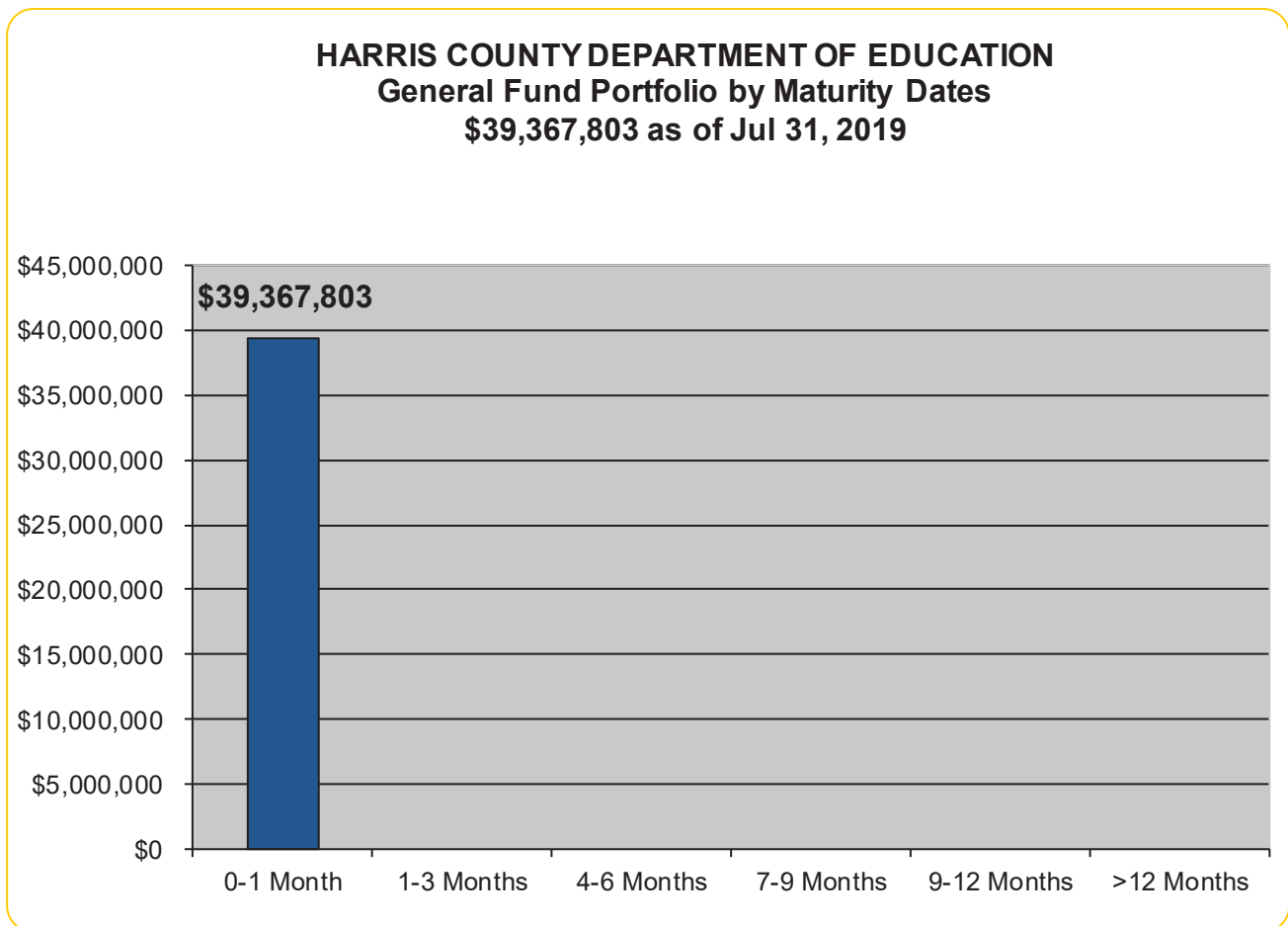
Although TexPool, TexSTAR, and Lone Star have a weighted average maturity greater than one, the funds are available to the Department within one day. HCDE holds investments to maturity, which minimizes this market exposure.

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Monthly Investment Report at July 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 July 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	5,252	-	5,252
TexPool Investment Pool	1,128	1,834	2,962
TexSTAR Investment Pool	65,858	-	65,858
<b>Totals</b>	<b>\$ 72,238</b>	<b>\$ 1,834</b>	<b>\$ 74,072</b>

**(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	\$ 162,483	\$ 690,938
Retirement Leave Fund	4,686	5,193	5,467	3,601	18,946
<b>Totals</b>	<b>\$ 122,128</b>	<b>\$ 175,729</b>	<b>\$ 245,945</b>	<b>\$ 166,083</b>	<b>\$ 709,885</b>

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

FUND	BUDGETED	ACTUAL	BALANCE TO REC	% REC'D
General Fund	\$ 336,000	\$ 690,938	\$ (354,938)	206%
Retirement Leave Fund	-	18,946	(18,946)	0%
<b>Totals:</b>	<b>\$ 336,000</b>	<b>\$ 709,885</b>	<b>\$ (373,885)</b>	<b>211%</b>

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

**Summary Report**

Beginning Book Value	\$ 39,974,766
Beginning Market Value	\$ 39,974,766
Beginning Weighted Average to Maturity	1 Day
Ending Book Value	\$ 39,367,803
Ending Market Value	\$ 39,367,803
Earnings for Period	\$74,072
Change in Book Value	\$ (606,963)
Change in Market Value	\$ (606,963)
Ending Weighted Average to Maturity	1 Day
Period Average Yield	2.372%
Period Average Benchmark **	<b>2.070%</b>

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



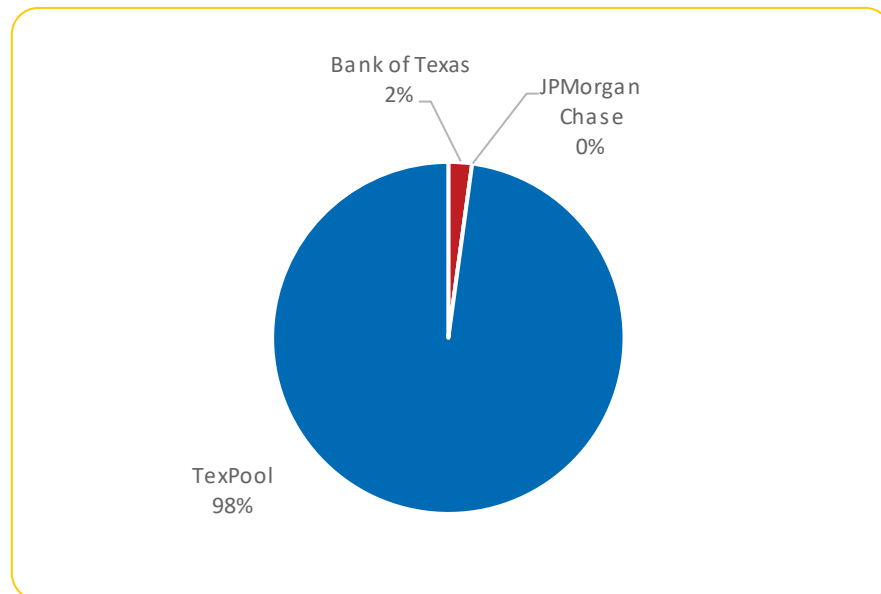
**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
 General Fund Monthly Inventory Report  
 As of July 31, 2019  
 (unaudited)

PURCHASE DATE	INVESTMENT	ACCOUNT/ CUSIP #	MATURITY DATE	YIELD	INTEREST PAID	ACCRUED INT EARNED	6/30/2019		7/31/2019	
							MARKET	BOOK (*)	MARKET	BOOK (*)
-	Int Bearing	All Funds	-	0.00%	0.00%	-	\$ 3,083,704.25	\$ 3,083,704.25	\$ 3,857,345.29	\$ 3,857,345.29
<b>Investment Pools</b>										
-	Lone Star	Gen Fund	N/A	2.38%	5,251.61	-	2,607,615.43	2,607,615.43	2,612,867.04	2,612,867.04
-	TexPool	Ret Lv Fund	N/A	2.36%	1,834.07	-	904,425.65	904,425.65	906,259.72	906,259.72
-	TexPool	Gen Fund	N/A	2.36%	1,128.20	-	556,365.79	556,365.79	557,493.99	557,493.99
-	TexStar	Gen Fund	N/A	2.39%	65,857.75	-	32,822,654.82	32,822,654.82	31,433,836.62	31,433,836.62
<b>Totals:</b>							<b>\$74,071.63</b>	<b>\$39,974,765.94</b>	<b>\$39,367,802.66</b>	<b>\$39,367,802.66</b>

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

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

**\$9,565,294 PFC - Portfolio by Investment Type**



PFC	INVESTMENT	AMOUNT	% OF TOTAL
	TYPE	INVESTED	
	Bank of Texas Funds	207,053	2.16%
	TexPool Investment Pools	9,358,240	97.84%
	<b>Total</b>	<b>9,565,294</b>	<b>100%</b>

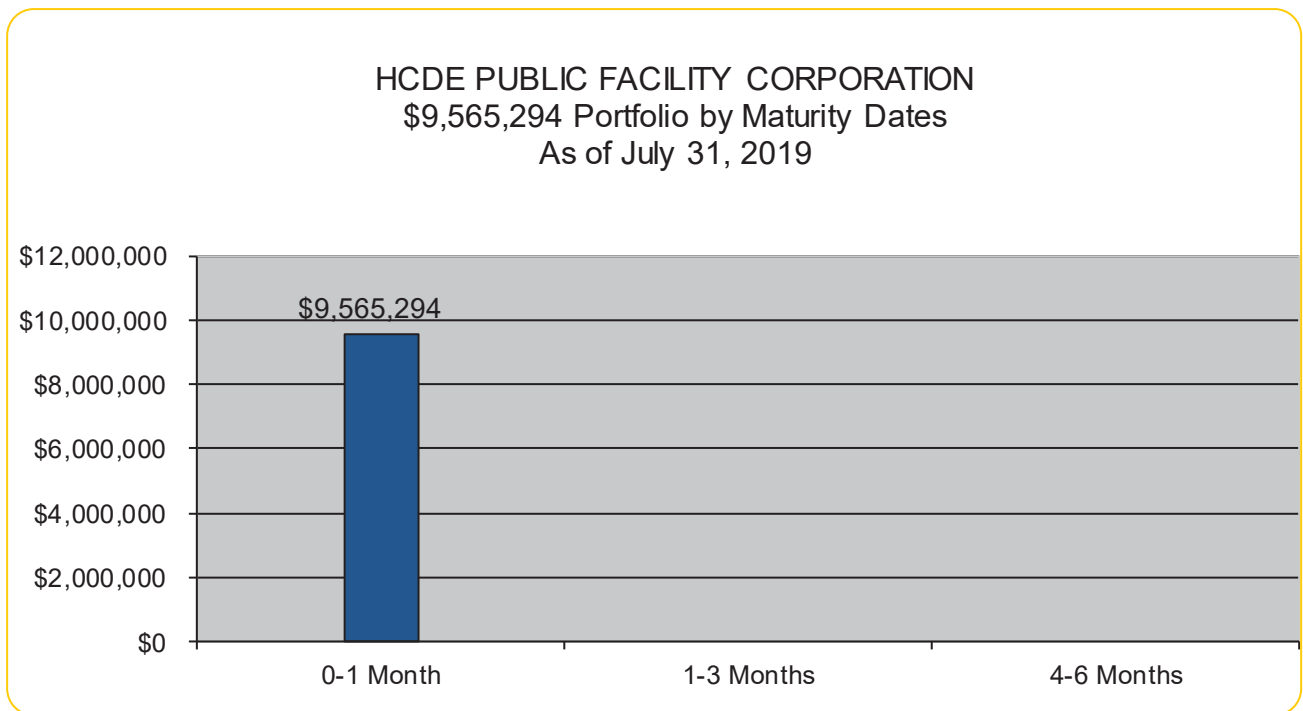


**HARRIS COUNTY DEPARTMENT OF EDUCATION  
PUBLIC FACILITY CORPORATION  
Monthly Investment Report at July 31, 2019  
(unaudited)**

**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 July 31, 2019  
 (unaudited)

PURCHASE DATE	INVESTMENT	ACCOUNT/ CUSIP #	MATURITY DATE	YIELD	INTEREST PAID	ACCRUED INT EARNED	6/30/2019		7/31/2019	
							MARKET	BOOK	MARKET	BOOK
<b>Bank Funds</b>										
-	Bank of Texas Accounts	All Funds	-	0.005%	\$132.34	-	\$89,319.83	\$89,319.83	\$207,053.17	\$207,053.17
<b>Investment Pools</b>										
-	TexPool	2016 Series	N/A	2.36%	19,093.00	-	9,568,503.28	9,568,503.28	9,358,240.38	9,358,240.38
<b>Totals:</b>							<b>\$9,657,823.11</b>	<b>\$9,657,823.11</b>	<b>\$9,565,293.55</b>	<b>\$9,565,293.55</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION  
PUBLIC FACILITY CORPORATION**  
Monthly Investment Report at July 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	\$	64,952.03
2014 Redemption Account		107.74
2015 Payment Account		44,250.27
2015 Redemption Account		43.75
2016 Payment Account –		43,014.22
2016 Payment Account – Redemption		12.37
2016 Project Account – Note 1		<u>54,672.79</u>
Total Bank of Texas Accounts:	\$	<u>207,053.17</u>

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

2016 Series Bond New School Project	\$	<u>9,358,240.38</u>
Total Bank Accounts:	\$	<u>9,565,293.55</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 July 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	\$ 132	\$ 132
TexPool Investment Pools	\$ 19,093	\$ 19,093
<b>Totals</b>	<b>\$ 19,225</b>	<b>\$ 19,225</b>

**(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	56,550	62,140	65,486	38,312	222,488
<b>Totals</b>	<b>56,550</b>	<b>62,140</b>	<b>65,486</b>	<b>38,312</b>	<b>222,488</b>

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

FUND	BUDGETED	ACTUAL	BALANCE TO REC	% REC'D
Public Facilities Corporation (PFC)	-	222,488	(222,488)	0%
<b>Totals:</b>	<b>\$ -</b>	<b>\$ 222,488</b>	<b>\$ (222,488)</b>	<b>0%</b>

## HARRIS COUNTY DEPARTMENT OF EDUCATION

### Monthly Investment Report

#### Glossary of Investment Terms

<b>Accretion</b>	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.
<b>Amortization</b>	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.
<b>Bank of Texas Funds</b>	Bank of Texas are unsecured money market accounts where the Public Facilities Corporation funds are kept unless otherwise invested.
<b>Benchmark for Investments</b>	HCDE uses the 13-week (90 day) Treasury Bill investment rate of the maturity date closest to the end of the month- <a href="http://www.treasurydirect.gov">www.treasurydirect.gov</a> .
<b>Book Value</b>	The face amount minus any unaccredited discount or plus any unamortized premium. See Accretion and Amortization.
<b>Cash</b>	Cash includes readily available cash, current bank accounts and certificates of deposit. Cash is considered to be the most liquid asset.
<b>Commercial Paper</b>	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.
<b>Credit Risk</b>	The risk of issuer failure; mitigated by selecting high quality investment vehicles.
<b>CUSIP #</b>	The <b>C</b> ommittee on <b>U</b> niform <b>S</b> ecurities <b>I</b> dentification <b>P</b> rocedures Number: the identification number on all securities (often nine digits in length).
<b>Diversification</b>	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.

<b>Face Value</b>	Redemption value printed on the face of the certificate; same as par value.
<b>FHLB</b>	<b>F</b> ederal <b>H</b> ome <b>L</b> oan <b>B</b> ank System, established in 1932, includes 12 banks and their member institutions. Federal Home Loan Banks are instrumentalities of the United State government.
<b>FHLMC</b>	<b>F</b> ederal <b>H</b> ome <b>L</b> oan <b>M</b> ortgage <b>C</b> orporation < <b>Freddie Mac</b> > is a stockholder-owned corporation chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing.
<b>FICO</b>	<b>F</b> inancial <b>C</b> orporation was set up to fund the bailout of Savings and Loans in the 1980's. It was an offshoot of the <b>F</b> ederal <b>S</b> avings and <b>L</b> oan <b>I</b> nsurance <b>C</b> orporation (FSLIC).
<b>Fiduciary Responsibility</b>	The Board retains the ultimate responsibility as fiduciaries of the assets of the Department. Also see Standard of Care.
<b>FNMA</b>	<b>F</b> ederal <b>N</b> ational <b>M</b> ortgage <b>A</b> ssociation < <b>Fannie Mae</b> > 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.
<b>Investment Pool</b>	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.
<b>Interest Rate Risk</b>	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.
<b>Investments</b>	Securities and other assets acquired primarily for the purpose of obtaining income or profit.
<b>Lone Star Investment Pool</b>	The Lone Star Investment Pool (LSIP) is a public funds investment pool administered by First Public, LLC.
<b>Liquidity</b>	Degree of availability of an asset; ease of converting the asset to cash.

<b>Liquidity Risk</b>	The risk that the investment may not be sold immediately-before it matures- at its market value.
<b>Market Value</b>	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.
<b>Market Risk</b>	The risk that market prices will fall and threaten liquidity.
<b>Maturity Date</b>	The date the principal amount of a security becomes due and payable
<b>Par Value</b>	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.
<b>Portfolio Risk</b>	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.
<b>Purchase Date</b>	The date of the initial purchase of the financial investment.
<b>Risks</b>	[Definitions can be found under individual listings.] Types of risk include: <ul style="list-style-type: none"> <li>• Credit risk</li> <li>• Interest rate risk</li> <li>• Liquidity risk</li> <li>• Market risk</li> <li>• Portfolio risk</li> <li>• Volatility risk</li> </ul>
<b>Safety of Principal</b>	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.
<b>Sold Date</b>	The date the financial instrument is sold prior to the maturity date.
<b>Standard of Care</b>	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.
<b>Sterling Bank Overnight</b>	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

# Action Items

**Regular Board Meeting**

**6.C.1.**

**Meeting Date:** August 21, 2019  
**Title:** Notice Of Obligation  
**Submitted For:** Stephanie Ross, Adult Education  
**Recommended Action:** Approve

**Submitted By:** Stephanie Ross  
**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
3. Advocate for learners through innovation

**Additional Resource Personnel:** Dr. Kimberley McLeod, Stephanie Ross, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Consider approval of Notice of Obligation between Houston-Galveston Area Council (H-GAC) and Harris County Department of Education** to incur costs up to a maximum of \$1,187,500, for Adult Education and Literacy services for the period of 07/01/2019 through 06/30/2020.

**Subject:**

Notice of Obligation from HGAC

**Rationale:**

Notice of Obligation from HGAC

**Fiscal Impact**

**Attachments**

Notice of Obligation

**Form Review**

**Inbox**

Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Stephanie Ross  
Final Approval Date: 08/06/2019

**Reviewed By**

Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

08/01/2019 08:00 AM  
08/01/2019 10:26 AM  
08/06/2019 03:34 PM  
Started On: 07/10/2019 04:08 PM



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## Houston-Galveston Area Council

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June 21, 2019

James Colbert  
County School Superintendent  
Harris County Department of Education  
6300 Irvington Boulevard  
Houston, TX 77022

Dear Mr. Colbert:

This Notice of Obligation authorizes Harris County Department of Education to incur costs up to a maximum of \$1,187,500 for Adult Education and Literacy services as discussed in this agreement between Harris County Department of Education and Houston-Galveston Area Council.

H-GAC will execute a contract with Harris County Department of Education for AEL services effective July 1, 2019 through June 30, 2019.

Until you receive your contract, this **Notice of Obligation** authorizes you to incur costs up to a maximum of \$1,187,500 through the end of September 30, 2019 for Adult Education and Literacy services as defined below.

This **Notice of Obligation** allows Harris County Department of Education to initiate services according to the state and federal rules, policies and procedures for AEL and Harris County Department of Education's proposal to H-GAC. Please contact Doris Moore or Lucretia Hammond at 713.627.3200 if you have any questions or comments.

When the contract for the period July 1, 2019 through June 30, 2020 has been fully executed, all terms, conditions, and provisions of this notice will be superseded by the fully executed contract. The terms therein will be applicable from July 1, 2019 including performance and contract management standards. Appropriate expenditures which occurred from July 1, 2019 will be applied to the fully executed contract.

This **Notice of Obligation** is not intended to conflict with any agreements, arrangements or requirements which have been directed by the H-GAC staff responsible for overseeing this contract and its performance.

Sincerely,



Charles Wemple  
Executive Director

I agree to the Notice of Obligation and the conditions of such as outlined above.

\_\_\_\_\_  
Authorized Contract Signatory

Date \_\_\_\_\_

xc: Mike Temple  
Lucretia Hammond  
Brenda Williams  
Doris Moore

**Regular Board Meeting**

**6.C.3.**

**Meeting Date:** August 21, 2019

**Title:** Grant Award - TEGNA Foundation

**Submitted For:** Venetia Peacock, Head Start **Submitted By:** Sharon McBride

**Additional Resource Personnel:** Venetia Peacock, Jonathan Parker

**Information**

**Posted Agenda Item:**

**Acceptance of grant proposal to TEGNA Foundation in the amount of \$11,000** to support Head Start's REAL SuperMENTors Read project, which promotes literacy skills for preschool students. Accepted funds will help serve over 300 students.

**Subject:**

Grant Acceptance: Head Start; TEGNA Foundation

**Rationale:**

In collaboration with the Education Foundation of Harris County, Center for Grants Development assisted Head Start to accept funds for the REAL SuperMENTors Read project, which recruits male volunteers to read aloud to students to promote literacy skills and a love of reading.

**Attachments**

*No file(s) attached.*

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Head Start	Venetia Peacock	07/29/2019 11:38 AM
Form Started By: Sharon McBride		Started On: 07/25/2019 04:51 PM
Final Approval Date: 07/29/2019		

**Regular Board Meeting**

**6.C.4.**

**Meeting Date:** August 21, 2019  
**Title:** HCDE Head Start's 2019 Continuation Grant Award  
**Submitted For:** Venetia Peacock, Head Start      **Submitted By:** Sharon McBride  
**Recommended Action:**      **HCDE Goal(s):**  
**Additional Resource**      **Facilities/Technology**  
**Personnel:**      **Approval Needed?:**

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**Information**

**Posted Agenda Item:**

**Consider approval to submit the HCDE Head Start 2019 Continuation Grant Award, in the amount of \$12,835,823,** for the period of January 1, 2020 - December 31, 2020. The awarded amount includes \$12,686,636 for program operations and \$149,187 for training and technical assistance.

**Subject:**

HCDE Area I Head Start 2019 Continuation Grant

**Rationale:**

The 2019 continuation of funding will support HCDE Head Start's services for 1,230 students at 15 Head Start campuses in East and Northeast Harris County.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

Head Start  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Sharon McBride  
Final Approval Date: 08/06/2019

**Reviewed By**

Venetia Peacock  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 11:38 AM  
07/30/2019 02:15 PM  
08/05/2019 11:09 AM  
08/06/2019 03:40 PM  
Started On: 07/24/2019 02:10 PM

**Regular Board Meeting**

**6.C.5.**

**Meeting Date:** August 21, 2019

**Title:** Deskot LLC, DBA Kool Kids Daycare Amendment #1

**Submitted For:** Venetia Peacock, Head Start      **Submitted By:** Sharon McBride

**Recommended Action:** Amend      **HCDE Goal(s):** 2. Deliver value responsibly  
3. Advocate for learners through innovation  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Jonathan Parker, Venetia L. Peacock, Dr. Amezcua, Bill Monroe,      **Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Consider approval to amend the child care partnership agreement between Harris County Department of Education and Deskot LLC, DBA Kool Kids Daycare at the facility located at 602 Fairmont Parkway, Pasadena, Texas, 77504 in the amount not to exceed \$149,000 (an increase of \$9,000).**

**Subject:**

Deskot LLC, DBA Kool Kids Daycare Amendment #1

**Rationale:**

The purpose of amendment #1 with Deskot LLC, DBA Kool Kids Daycare is to continue to provide quality comprehensive early childhood services for low-income families with infants and toddlers in east and northeast Harris County through the remainder of the grant period.

**Fiscal Impact**

**Attachments**

Kool Kids Amendment 1

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Head Start	Venetia Peacock	07/29/2019 11:38 AM
Purchasing Alternate	Kendra Jackson	08/01/2019 07:35 AM
Purchasing	Bill Monroe	08/01/2019 10:32 AM
Assistant Superintendent - Business	Jesus Amezcua	08/06/2019 03:40 PM
Form Started By: Sharon McBride		Started On: 07/24/2019 02:35 PM
Final Approval Date: 08/06/2019		



**HEAD START  
CONTRACTED SERVICES CONTRACT  
AMENDMENT #1**

Amendment #1 is changing the agreement between the Harris County Department of Education, and ("HCDE") and Deskot LLC, DBA Kool Kids Daycare ("Provider"), as stated below.

**Payment (Did Read)**

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 \$ 140,000.00.

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.

**Payment (Now Reads)**

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 \$ 149,000.00.

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.

In witness whereof, HCDE and Consultant have executed this Contract to be effective on the date specified in Article 3:

Kool Kids Daycare

By:   
Sheila Kothari Owner/ Director  
602 Fairmont Parkway  
Pasadena, TX 77504  
713-944-5665  
281-846-1533  
[sheilakot@sbcglobal.net](mailto:sheilakot@sbcglobal.net)

Harris County Department of Education

By: \_\_\_\_\_  
Jesus Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent - Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740  
[jamezcua@hcde-texas.org](mailto:jamezcua@hcde-texas.org)

**Regular Board Meeting**

**6.C.6.**

<b>Meeting Date:</b>	August 21, 2019		
<b>Title:</b>	Coolwood Head Start Phase I 1303 Facility Request		
<b>Submitted For:</b>	Venetia Peacock, Head Start	<b>Submitted By:</b>	Sharon McBride
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs 2. Deliver value responsibly
<b>Additional Resource Personnel:</b>	Jonathan Parker, Venetia L. Peacock, Dr. Amezcua,	<b>Facilities/Technology Approval Needed?:</b>	None

**Information**

**Posted Agenda Item:**

**Consider approval to submit a Phase 1 Application for Disaster Relief funds to replace the Coolwood Head Start facility** in the amount of \$1,433,384. This application included a request to waive the non-federal share match of \$358,346.

**Subject:**

Coolwood Head Start Phase 1 1303 Facility Request

**Rationale:**

Consider approval to submit a Phase 1 Application for Disaster Relief funds to replace the Coolwood Head Start facility in the amount of \$1,433,384. This application included a request to waive the non-federal share match of \$358,346.

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Head Start  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Sharon McBride  
Final Approval Date: 08/06/2019

**Reviewed By**

Venetia Peacock  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 11:38 AM  
07/30/2019 02:16 PM  
07/30/2019 04:31 PM  
08/06/2019 03:40 PM  
Started On: 07/24/2019 03:32 PM

**Regular Board Meeting**

**6.D.1.**

**Meeting Date:** August 21, 2019  
**Title:** School-Based Therapy Services Contracts for FY20  
**Submitted For:** Carie Crabb, Therapy  
**Submitted By:** Ramielle Leday  
**Recommended Action:** Approve  
**HCDE Goal(s):** 1. Impact education/respond to evolving needs  
 3. Advocate for learners through innovation  
 4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Dr. Amezcua, Mr. Parker, Bill Monroe, Carie Crabb, Kendra Jackson  
**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Interlocal (revenue) contracts for FY 2020 for therapy services in the aggregate amount of \$3,303,886 with School-Based Therapy Services** and the following districts: Cypress-Fairbanks ISD (1573 students served in FY18) in the amount of \$2,918,286; Spring Branch ISD (250 students served in FY18) in the amount of \$385,600.

**Subject:**

Interlocal (revenue) contracts for School-Based Therapy Services for FY 20 with Cypress-Fairbanks ISD and Spring Branch ISD.

**Rationale:**

HCDE School-Based Therapy Services will provide occupational therapy, physical therapy and music therapy to Cypress-Fairbanks ISD and Spring Branch ISD.

**Fiscal Impact**

**Attachments**

Spring Branch ISD  
Cypress-Fairbanks ISD

**Form Review**

**Inbox**

Carie Crabb  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Ramielle Leday  
Final Approval Date: 08/06/2019

**Reviewed By**

Carie Crabb  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

07/18/2019 11:31 AM  
07/30/2019 02:45 PM  
07/30/2019 03:05 PM  
08/06/2019 03:34 PM  
Started On: 07/02/2019 11:11 AM



School-Based Therapy Services

Interlocal Contract Between Harris County Department of Education and

Spring Branch ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Spring Branch ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2019-2020 school year (8/14/2019 – 8/14/2020).

Arrangement

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

Table with 4 columns: Type(s) of Service(s), Total Days/Hours, Cost Day/Hour, Total Cost. Rows include Occupational Therapy, Physical Therapy, Music Therapy, and a total of \$385,600.00.

Additional Terms

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

Agreed to:

Handwritten signature of Dr. Scott R. Muri

Dr. Scott R. Muri, Superintendent/Designee

Date

6-24-19

James Colbert, Jr., County School Superintendent

Date

For HCDE office use only:

Revenue Account No. 199-0-00-111-00-111-5726-0000

Contract Code TS53805





School-Based Therapy Services

Interlocal Contract Between Harris County Department of Education and Cypress-Fairbanks ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Cypress-Fairbanks ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2019-2020 school year (8/16/2019 - 8/15/2020).

Arrangement

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

Table with 4 columns: Type(s) of Service(s), Total Days/Hours, Cost Day/Hour, Total Cost. Rows include Occupational Therapy, Physical Therapy, Music Therapy, Occupational Therapy Assistant, and Physical Therapist Assistant.

Additional Terms

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

Agreed to: [Signature] Superintendent/Designee

James Colbert, Jr., County School Superintendent

Date: 7/1/19

Date

For HCDE office use only: Revenue Account No. 199-0-00-111-00-111-5726-0000

Contract Code



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

**Regular Board Meeting****6.D.2.****Meeting Date:** August 21, 2019**Title:** Schools Division Academic and Behavior School East Annual Contracts FY20: Clear Creek ISD (16), Pasadena 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  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Jonathan Parker, Anthony Mays, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson  
**Facilities/Technology Approval Needed?:****Information****Posted Agenda Item:****Interlocal (revenue) contracts for FY 2020 in the aggregate amount of \$968,435 with Academic and Behavior School East with the following districts:** Clear Creek ISD for sixteen (16) in-county annual contracts in the amount of \$329,680 (\$20,605 each); Pasadena ISD for sixteen (16) in-county annual contracts in the amount of \$329,680 (\$20,605 each); Sheldon ISD for three (3) in-county annual contracts in the amount of \$61,815 (\$20,605 each); Spring ISD for twelve (12) in-county annual contracts in the amount of \$247,260 (\$20,605) for the contract period of 8/26/19 through 06/05/20.**Subject:****Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$968,435 with Academic and Behavior School East with the following districts:** Clear Creek ISD for sixteen (16) in-county annual contracts in the amount of \$329,680 (\$20,605 each); Pasadena ISD for sixteen (16) in-county annual contracts in the amount of \$329,680 (\$20,605 each); Sheldon ISD for three (3) in-county annual contracts in the amount of \$61,815 (\$20,605 each); Spring ISD for twelve (12) in-county annual contracts in the amount of \$247,260 (\$20,605) for the contract period of 8/26/19 through 06/05/20.**Rationale:**

Entity	Description	Date	Amount
Clear Creek ISD	Annual Contract (16) (in-county \$20,605 each)	8/26/19-6/5/20	\$329,680
Pasadena ISD	Annual Contract (16) (in-county \$20,605 each)	8/26/19-6/5/20	\$329,680
Sheldon ISD	Annual Contract (3) (in-county \$20,605 each)	8/26/19-6/5/20	\$61,815
Spring ISD	Annual Contract (12) (in-county \$20,605 each)	8/26/19-6/5/20	\$247,260
<b>Total:</b>			<b>\$968,435</b>

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

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## Attachments

ABSE-Clear Creek ISD-Annual Contract-16  
ABSE -Pasadena ISD \_Annual Contract-16  
ABSE-Sheldon ISD\_Annual Contract-3  
ABSE-Spring ISD\_Annual Contract-12

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## Form Review

### Inbox

Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 08/06/2019

### Reviewed By

Kendra Jackson  
Bill Monroe  
Jesus Amezcua

### Date

07/30/2019 02:28 PM  
07/30/2019 04:21 PM  
08/06/2019 03:35 PM  
Started On: 07/29/2019 03:52 PM



**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 **Clear Creek Independent School District**, ("CCISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the **CCISD** 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 **sixteen (16) total: Adaptive Behavior Program /LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **CCISD**.
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 **CCISD** 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 **CCISD** 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 **CCISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **CCISD**.
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 **CCISD**, and recommended for services as described herein. The ARD Committee of the **CCISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **CCISD** will provide copies of all pertinent school records on the student(s) with parental or guardian permission. **CCISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **CCISD** during the term of this contract. HCDE will be available for participation with the **CCISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **CCISD** on the implementation of the IEP at least once per semester. A member of the **CCISD** 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 **CCISD** agrees to pay HCDE a total amount of **\$329,680**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

HCDE will invoice **CCISD** and payment will be due immediately upon receipt of invoice. **CCISD** 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, **CCISD** 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 **CCISD** makes a payment to HCDE with a credit card, **CCISD** 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).

**CCISD** may sell unused units to another district upon obtaining HCDE's prior written consent.

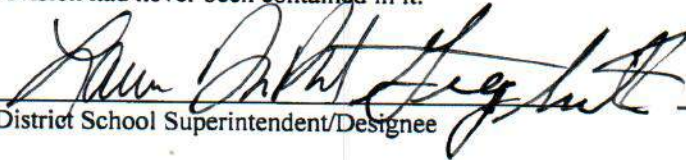
8. The source of funding for this contract will be from **CCISD** \_\_\_\_\_ (federal) state or local funds. The parents of the student(s) shall not be charged for the services contracted under this contract.
9. HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion.
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. **CCISD** 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:

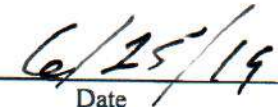
**HCDE**  
Attention:  
James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**CCISD**  
Attention:  
Dr. Greg Smith, Superintendent of Schools  
2425 East Main Street  
League City, Texas 77573

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 **Pasadena Independent School District**, ("PISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the PISD and to state the terms, rights and duties of the contracting parties.

1. For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **sixteen (16) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the PISD.
2. HCDE 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 PISD 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 PISD 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 PISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the PISD.
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 PISD, and recommended for services as described herein. The ARD Committee of the PISD has affirmed the classification and approved the recommendation of such contracted services.
6. PISD will provide copies of all pertinent school records on the student(s) with parental or guardian permission. PISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the PISD during the term of this contract. HCDE will be available for participation with the PISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the PISD on the implementation of the IEP at least once per semester. A member of the PISD special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the PISD agrees to pay HCDE a total amount of **\$329,680**. Total amount is calculated by multiplying the number of units X annual in-county tuition rate (**\$20,605**).

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

- 50% of annual total amount due will be invoiced in **September 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, **PISD** 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 **PISD** makes a payment to HCDE with a credit card, **PISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

**PISD** 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 **PISD** \_\_\_\_\_ (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. **PISD** 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:

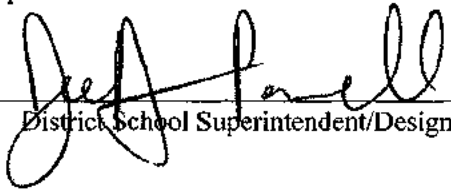
**HCDE**  
Attention:  
James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

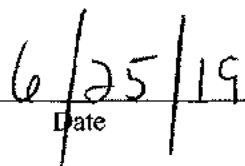
**PISD**  
Attention:  
Dr. DeAnn Powell, Superintendent  
1515 Cherrybrook Lane  
Pasadena, Texas 77502

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

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 **Sheldon Independent School District**, (“**SISD**”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for eligible student(s) with disabilities of the **SISD** and to state the terms, rights and duties of the contracting parties.

1. For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **three (3) total: Adaptive Behavior Program /LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the **SISD**.
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 **SISD** 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 **SISD** 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 **SISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **SISD**.
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 **SISD**, and recommended for services as described herein. The ARD Committee of the **SISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **SISD** will provide copies of all pertinent school records on the student(s) with parental or guardian permission. **SISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **SISD** during the term of this contract. HCDE will be available for participation with the **SISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **SISD** on the implementation of the IEP at least once per semester. A member of the **SISD** special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the **SISD** agrees to pay HCDE a total amount of **\$61,815**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

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

- 50% of annual total amount due will be invoiced in **September 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, **SISD** 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 **SISD** makes a payment to HCDE with a credit card, **SISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

**SISD** 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 **SISD Local** (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. **SISD** 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

**SISD**

Attention:  
King R. Davis, Superintendent  
11411 C. E. Parkway  
Houston, TX 77044

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

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 **Spring Independent School District**, (“**SISD**”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for eligible student(s) with disabilities of the **SISD** and to state the terms, rights and duties of the contracting parties.

1. For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **twelve (12) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the **SISD**.
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 **SISD** 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 **SISD** 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 **SISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **SISD**.
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 **SISD**, and recommended for services as described herein. The ARD Committee of the **SISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **SISD** will provide copies of all pertinent school records on the student(s) with parental or guardian permission. **SISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **SISD** during the term of this contract. HCDE will be available for participation with the **SISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **SISD** on the implementation of the IEP at least once per semester. A member of the **SISD** special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the **SISD** agrees to pay HCDE a total amount of **\$247,260**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

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

- 50% of annual total amount due will be invoiced in **September 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, **SISD** 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 **SISD** makes a payment to HCDE with a credit card, **SISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

**SISD** 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 **SISD** *Federal* (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. **SISD** 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

**SISD**

Attention:  
Dr. Rodney E. Watson, Superintendent of Schools  
16717 Ella Blvd.  
Houston, TX 77090

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**

 6-1-19  
\_\_\_\_\_  
**Ann Westbrook, Chief Financial Officer**  
**Spring Independent School District**

APPROVED AS TO FORM ONLY

  
\_\_\_\_\_  
BY: **Jeremy Binkley**  
**Spring Independent School District**

**Regular Board Meeting**

**6.D.3.**

**Meeting Date:** August 21, 2019  
**Title:** Schools Division Academic and Behavior School West Annual Contracts FY20: Cypress Fairbanks ISD (4), Katy 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:** Jonathan Parker, Anthony Mays, Dr. Jesus Amezcua, Bill Monore, Kendra Jackson  
**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Interlocal (revenue) contracts for FY 2020 in the aggregate amount of \$247,260 with Academic and Behavior School West with the following districts:** Cypress Fairbanks ISD for four (4) in-county annual contracts in the amount of \$82,420 (\$20,605 each); Katy ISD for eight (8) in-county annual contracts in the amount of \$164,840 (\$20,605 each) for the contract period of 8/26/19 through 06/05/20.

**Subject:**

**Interlocal (revenue) contracts for FY 2020 in the aggregate amount of \$247,260 with Academic and Behavior School West with the following districts:** Cypress Fairbanks ISD for four (4) in-county annual contracts in the amount of \$82,420 (\$20,605 each); Katy ISD for eight (8) in-county annual contracts in the amount of \$164,840 (\$20,605 each) for the contract period of 8/26/19 through 06/05/20.

**Rationale:**

Entity	Description	Date	Amount
Cy-Fair ISD	Annual Contract (4) (in-county \$20,605 each)	8/26/19-6/5/20	\$82,420
Katy ISD	Annual Contract (8) (in-county \$20,605 each)	8/26/19-6/5/20	\$164,840
<b>Total:</b>			<b>\$247,260</b>

**Fiscal Impact**

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

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

**Attachments**

**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 Cypress Fairbanks Independent School District, (“CFISD”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for eligible student(s) with disabilities of the CFISD 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 **four (4) total: Adaptive Behavior Program /LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the CFISD.
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 CFISD 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 CFISD 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 CFISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the CFISD.
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 CFISD, and recommended for services as described herein. The ARD Committee of the CFISD has affirmed the classification and approved the recommendation of such contracted services.
6. CFISD will provide copies of all pertinent school records on the student(s) with parental or guardian permission. CFISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the CFISD during the term of this contract. HCDE will be available for participation with the CFISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the CFISD on the implementation of the IEP at least once per semester. A member of the CFISD 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 CFISD agrees to pay HCDE a total amount of **\$82,420**. Total amount is calculated by multiplying the number of units X annual in-county tuition rate (**\$20,605**).

HCDE will invoice CFISD and payment will be due immediately upon receipt of invoice. CFISD 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, **CFISD** 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 **CFISD** makes a payment to HCDE with a credit card, **CFISD** 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).

**CFISD** 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 **CFISD** \_\_\_\_\_ (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. **CFISD** 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

**CFISD**  
Attention:  
Mark Henry, Ed.D., Superintendent  
10300 Jones Road  
Houston, Texas 77065

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.

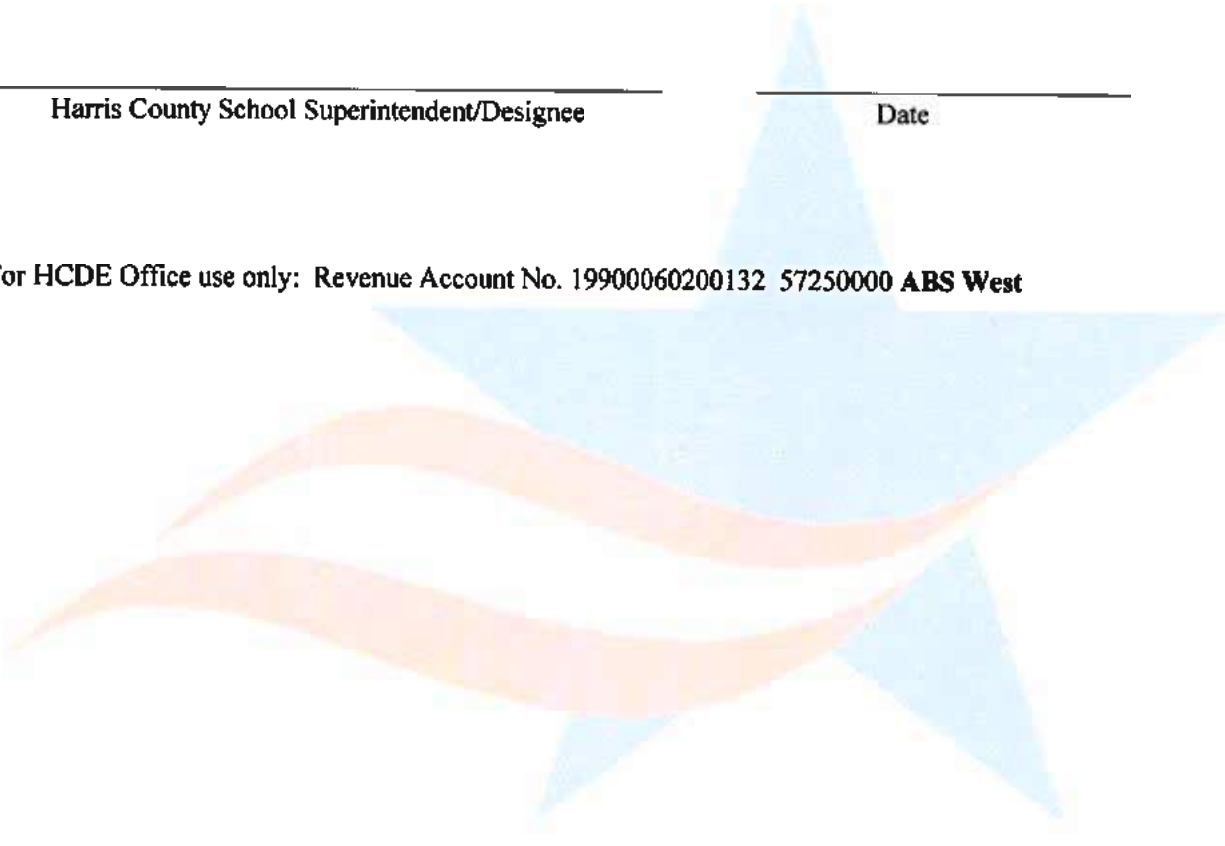
Dr. Linda Mason  
District School Superintendent/Designee

7/1/19  
Date

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

\_\_\_\_\_  
Date

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





**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 **Katy Independent School District**, ("**KISD**") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the **KISD** 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 **eight (8) total: Adaptive Behavior Program /LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **KISD**.
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 **KISD** 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 **KISD** 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 **KISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **KISD**.
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 **KISD**, and recommended for services as described herein. The ARD Committee of the **KISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **KISD** will provide copies of all pertinent school records on the student(s) with parental or guardian permission. **KISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **KISD** during the term of this contract. HCDE will be available for participation with the **KISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **KISD** on the implementation of the IEP at least once per semester. A member of the **KISD** 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 **KISD** agrees to pay HCDE a total amount of **\$164,840**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

HCDE will invoice **KISD** and payment will be due immediately upon receipt of invoice. **KISD** 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, **KISD** 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 **KISD** makes a payment to HCDE with a credit card, **KISD** 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).

**KISD** 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 **KISD**\_\_\_\_\_ (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. **KISD** 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

**KISD**  
Attention:  
Ken Gregorski, Superintendent  
6301 S. Stadium Lane  
Katy, Texas 77494

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

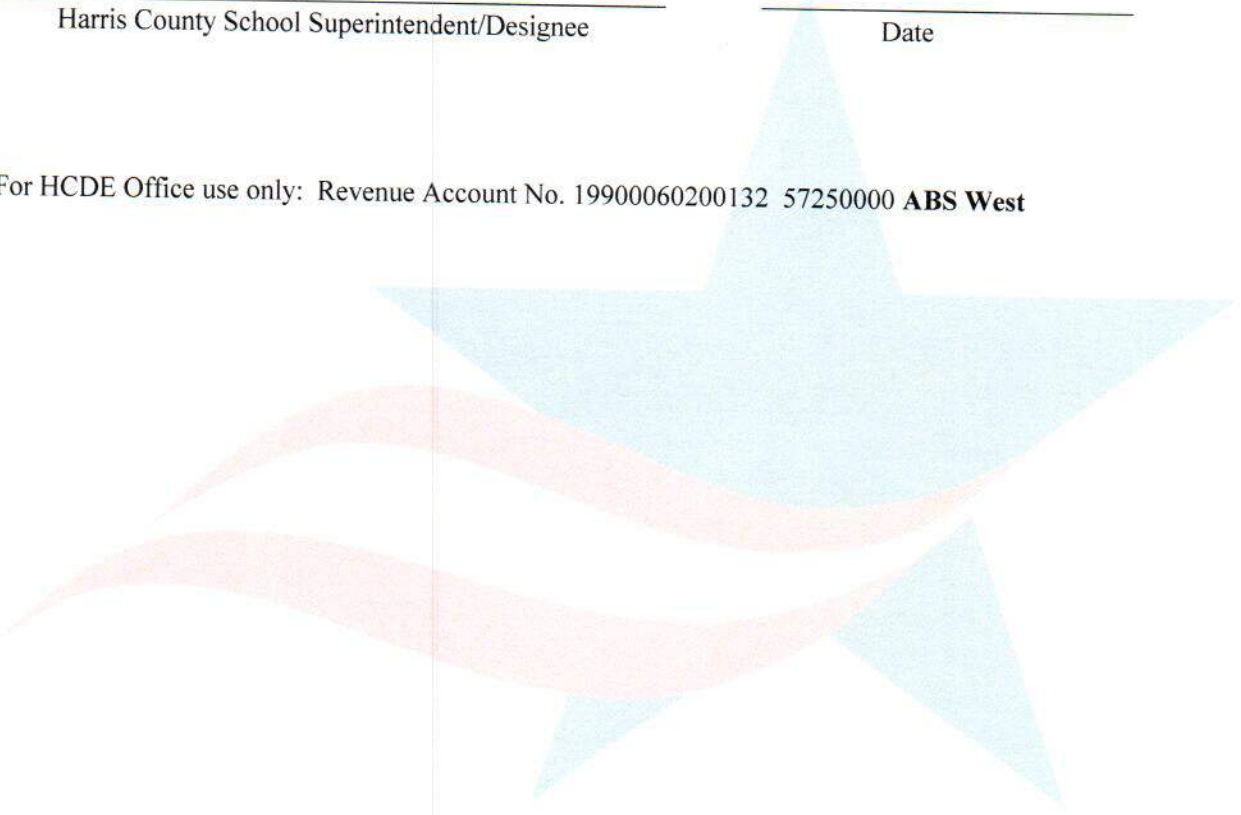
JUNE 27, 2019

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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



**Regular Board Meeting****6.D.4.**

**Meeting Date:** August 21, 2019  
**Title:** Schools Division Academic and Behavior School West ESY (Summer School) FY20: Fort Bend ISD (11)

**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:** Jonathan Parker, Anthony Mays, Dr. Jesus Amezcua, Bill Monore, Kendra Jackson  
**Facilities/Technology Approval Needed?:** None

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

**Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$60,500 with Academic and Behavior School West with the following district:** Fort Bend ISD for eleven (11) out-of-county Extended School Year (ESY-Summer School) contracts in the amount of \$60,500 (\$5,500 each) for the contract period of 06/10/19 through 07/11/19.

**Subject:**

**Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$60,500 with Academic and Behavior School West with the following district:** Fort Bend ISD for eleven (11) in-county Extended School Year (ESY-Summer School) contracts in the amount of \$60,500 (\$5,500 each) for the contract period of 06/10/19 through 07/11/19.

**Rationale:**

Entity	Description	Date	Amount
Fort Bend ISD	ESY (Summer School) Contract (11) (in-county \$5,500 each)	6/10/19-7/11/19	\$60,500
<b>Total:</b>			<b>\$60,500</b>

**Fiscal Impact****Attachments**

ABSW- Fort Bend ISD-11

**Form Review**

Inbox	Reviewed By	Date
Purchasing Alternate	Kendra Jackson	07/30/2019 02:32 PM
Purchasing	Bill Monroe	07/30/2019 02:55 PM
Denise Alamos (Originator)	Denise Alamos	07/30/2019 03:01 PM
Purchasing Alternate	Kendra Jackson	08/01/2019 07:44 AM
Purchasing	Bill Monroe	08/01/2019 10:30 AM
Assistant Superintendent - Business	Jesus Amezcua	08/06/2019 03:35 PM
Form Started By: Denise Alamos		Started On: 07/29/2019 04:59 PM
Final Approval Date: 08/06/2019		



**UNIT CONTRACT  
ACADEMIC AND BEHAVIOR SCHOOL - WEST  
SUMMER SCHOOL PROGRAM FY19  
(EXTENDED SCHOOL YEAR SERVICES-ESY)**

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

1. For the period beginning June 10, 2019 through July 11, 2019, HCDE agrees to provide services described herein for eleven (11) unit: Adaptive Behavior/Life Skills to eligible student(s) with disabilities (referred to herein as "student(s)") who are residents of the FBISD.
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 FBISD 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 FBISD with a monthly statement of student attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the FBISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the FBISD.
5. The students served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the FBISD, and recommended for services as described herein. The ARD Committee of the FBISD has affirmed the classification and approved the recommendation of such contracted services.
6. FBISD will provide copies of all pertinent school records on the student(s) with parental or guardian permission. FBISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the FBISD during the term of this Contract. HCDE will be available for participation with the FBISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the FBISD on the implementation of the IEP at least once per semester. A member of the FBISD 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 FBISD agrees to pay HCDE \$5,500 per unit for a total of \$60,500. Payment will be due upon receipt of invoice.  
  
In the event that FBISD makes a payment to HCDE with a credit card, FBISD 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).
8. The source of funding for this contract will be from Federal/Local (federal, state or local) funds. The parents of the students shall not be charged for the services contracted under this Contract.
9. HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion.
10. This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.

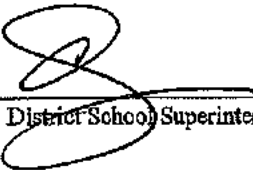
11. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
12. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
13. Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be 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

**FBISD**  
 Attention:  
 Charles Dupre, Ed.D., Superintendent of Schools  
 16431 Lexington Blvd.  
 Sugarland, Texas 77479

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.
18. 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 Charles E. Dupre, Ed. D.

6-9-19  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

For HCDE Office use only: Revenue Account No. 19990060200132 57290001 ABS-West

**ADDENDUM TO  
INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES ACADEMIC BEHAVIOR CENTER (ABC)  
2018-2019 EXTENDED SCHOOL YEAR SERVICES - ESY**

This Addendum is in reference to the Interlocal Agreement for Specialized Services Academic Behavior Center (ABC) 2018-2019 Extended School Year Services - ESY between Harris County Department of Education and Fort Bend Independent School District.

**PROVISIONS RELATED TO FEDERAL CONTRACTORS (EDGAR):** This section is applicable only for services to be paid with federal funds. If federal funds will be used to pay for Services under this Agreement, the Parties understand and agree that this Agreement is subject to appropriation, approval, and disbursement of such funding by the United States federal government and its funding administrators, including, but not limited to, the Texas Education Agency. As applicable, the Parties agree to comply with any terms, conditions, and policies related to the use of federal funds, including, but not limited to, the Education Department General Administrative Regulations ("EDGAR") and any other requirements related to applying for, receiving, managing, and reporting federal funds. Contractor shall complete the "EDGAR Certification" attached as Exhibit A and incorporated by reference. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement. Notwithstanding any contrary provision of this Agreement, if FBISD does not receive sufficient funding for Services under this Agreement, upon written notice to Contractor, FBISD may terminate this Agreement without penalty or further obligation to Contractor at the end of the period for which funding is available.

All professional services contracts paid with federal grants shall be effective only during the period of availability of the funds identified in the Notice of Grant Award ("NOGA"). This Agreement is effective only after the NOGA is issued. This agreement identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract. The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).

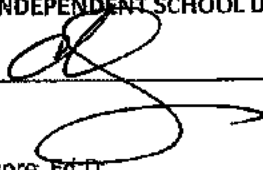
The undersigned parties agree the completed exhibits listed below are fully incorporated and included as a part of the original contract:

1. Exhibit A – EDGAR Certifications for Vendors
2. Confidential Student Information Agreement Exhibit B to Specialized Services Agreement and Access Agreement;
3. Exhibit C – Contractor Certification;
4. Exhibit D – Conflict of Interest Questionnaire (CIQ)
5. Exhibit E – Felony Conviction Notice; and,
6. Exhibit F – Suspension and Debarment Certification.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this addendum.

**FORT BEND INDEPENDENT SCHOOL DISTRICT:**

Signature



Charles E. Dupre, Ed.D.

Print Name

Date

6-19-19

**HARRIS COUNTY DEPARTMENT OF EDUCATION:**

Signature

James Colbert, Jr.

Print Name

Date



**Regular Board Meeting****6.D.5.****Meeting Date:** August 21, 2019**Title:** Schools Division Highpoint School East Annual Contracts FY20: Goose Creek CISD (18)**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:** Jonathan Parker, Anthony Mays, Dr. Jesus Amezcua, Bill Monore, Kendra Jackson  
**Facilities/Technology Approval Needed?:** None**Information****Posted Agenda Item:****Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$180,882 with Highpoint School East with the following district:** Goose Creek Consolidated ISD for eighteen (18) in-county annual contracts in the amount of \$180,882 (\$10,049 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 \$180,882 with Highpoint School East with the following districts: Goose Creek Consolidated ISD for eighteen (18) in-county annual contracts in the amount of \$180,882 (\$10,049 each) for the contract period of 8/26/19 through 06/05/20.

**Rationale:**

Entity	Description	Date	Amount
Goose Creek CISD	Annual Contract (18) (in-county \$10,049 each)	8/26/19-6/5/20	\$180,882
<b>Total:</b>			<b>\$180,882</b>

**Fiscal Impact****Attachments**

HSE-Goose Creek CISD-Annual Contract-18

**Form Review****Inbox**Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 08/06/2019**Reviewed By**Kendra Jackson  
Bill Monroe  
Jesus Amezcua**Date**07/30/2019 02:34 PM  
07/30/2019 03:21 PM  
08/06/2019 03:35 PM  
Started On: 07/29/2019 05:13 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 **Goose Creek Consolidated Independent School District, (“GCCISD”)** 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 **GCCISD** for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which **GCCISD** 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 **eighteen (18)** units to eligible student(s) requiring a discipline alternative education placement (referred to herein as “student(s)”) who are residents of **GCCISD**.
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, **GCCISD** 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 **GCCISD** 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 **GCCISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by **GCCISD**.
5. **GCCISD** 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 **GCCISD** and HCDE.
6. **GCCISD** will provide copies of all pertinent school records pertaining to the student(s). **GCCISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be obtained by **GCCISD** 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 **GCCISD** and recommended for services as described herein. The ARD Committee of **GCCISD** 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 **GCCISD**. **GCCISD** may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of **GCCISD** and the ARD Committee. If **GCCISD** chooses to make such services available in conjunction with Highpoint, **GCCISD** will cooperate with Highpoint to minimize disruption at Highpoint. If **GCCISD** requires the student(s) to leave during the school day, the IEP must include transportation as a related service.
9. HCDE will update **GCCISD** on the progress of the referred student(s) at least once per semester. A member of the **GCCISD** 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, **GCCISD** agrees to pay HCDE an in-county fee of **\$180,882** and any additional fees in the following manner:
  - \$10,049** times the number of units purchased. **GCCISD** 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 **(18)**.HCDE will bill **GCCISD** for the amount of units purchased. **GCCISD** may sell unused units to another district upon obtaining HCDE's prior written consent.

In the event that **GCCISD** makes a payment to HCDE with a credit card, **GCCISD** 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

**GCCISD**  
Attention:  
Randal O'Brien, Superintendent  
P.O. Box 30  
Baytown, Texas 77522

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

6/3/19

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**Regular Board Meeting**

**6.E.1.**

**Meeting Date:** August 21, 2019

**Title:** Contract Renewal for 15/060JN for Third Party Code Inspection Services

**Submitted For:** Joann Nichols, Choice Partners

**Submitted By:** Cora Day

**Recommended Action:** Approve

**HCDE Goal(s):** 2. Deliver value responsibly

**Additional Resource Personnel:**

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 15/060JN for Third Party Code Inspection Services with the following vendor:** Bureau Veritas North America, Inc. (#15/060JN-01) for the period 10/20/2019 through 10/19/2020.

**Subject:**

Choice Partners; Contract Renewal; Third Party Code Inspections Services; Revenue Generating

**Rationale:**

The process enacted was a Request for Proposal (RFP). Ninety-three (93) invitations were extended for proposals. Two (2) responses were received and awarded. HCDE/Choice Partners contract no. 15/060JN was awarded for one (1) year from 10/20/2015 to 10/19/2016. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the fourth (4th) option for renewal period 10/20/2019 to 10/19/2020 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 15/060JN will be an administrative fee of two percent (2%). 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**

Bureau Veritas

**Form Review**

**Inbox**

Choice Partners  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Cora Day  
Final Approval Date: 08/06/2019

**Reviewed By**

Jeff Drury  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 12:51 PM  
07/30/2019 12:42 PM  
07/30/2019 01:39 PM  
08/06/2019 03:34 PM  
Started On: 07/19/2019 09:43 AM

July 9, 2019

**Subject: Contract Renewal for 15 / 0 6 0 JN for Third Party Code Inspection Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

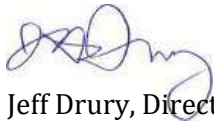
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **October 19, 2019**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **October 20, 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 <http://www.choicepartners.org/vendor-login.php> by **July 19, 2019 at 2:00 p.m. central time**.

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

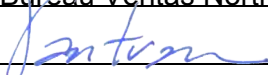
Sincerely,



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:	Bureau Veritas North America, Inc.
Authorized Signature:	
Print Name:	Van Tran
Title:	Vice President
Date:	July 16, 2019
Address:	1000 Jupiter Road, Suite 800
City, State, Zip Code:	Plano, TX 75074
Phone:	800.906.7199
Email Address:	van.tran@bureuveritas.com



**Regular Board Meeting**

**6.E.2.**

**Meeting Date:** August 21, 2019  
**Title:** Contract Renewal for 15/065KC for Affordable Care Act (ACA) Auditing/Reporting Services

**Submitted For:** Joann Nichols, Choice Partners  
**Recommended Action:** Approve

**Submitted By:** Cora Day  
**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:**

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 15/065KC for Affordable Care Act (ACA) Auditing/Reporting Services with the following vendor:** Eligibility Tracking Calculators, LLC (#15/065KC-02) for the period 10/20/2019 through 10/19/2020.

**Subject:**

Choice Partners; Contract Renewal; Affordable Care Act (ACA) Auditing/Reporting Services; Revenue Generating

**Rationale:**

The process enacted was a Request for Proposal (RFP). One hundred ninety-four (194) invitations were extended for proposals. Three (3) responses were received and awarded. HCDE/Choice Partners contract no. 15/065KC was awarded for one (1) year from 10/20/2015 to 10/19/2016. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the fourth (4th) option for renewal period 10/20/2019 to 10/19/2020 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 15/065KC will be an administrative fee of two percent (2%). 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**

Eligibility Tracking Calculators

**Form Review**

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	07/29/2019 12:55 PM
Purchasing Alternate	Yaritza Roman	07/30/2019 12:47 PM
Purchasing	Bill Monroe	07/30/2019 01:41 PM
Assistant Superintendent - Business	Jesus Amezcua	08/06/2019 03:34 PM
Form Started By: Cora Day		Started On: 07/19/2019 09:49 AM

July 9, 2019

**Subject: Contract Renewal for 15/065KC for Affordable Care Act (ACA) Auditing/Reporting Service for Harris 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 **October 19, 2019**. This contract has **one (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 **October 20, 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 <http://www.choicepartners.org/vendor-login.php> by **July 19, 2019 at 2:00 p.m. central time**.

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.

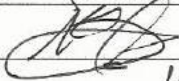
If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

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:	Eligibility Tracking Calculators
Authorized Signature:	
Print Name:	Matt Scott
Title:	Director of Sales
Date:	7/11/19
Address:	14607 San Pedro Ave Suite 155
City, State, Zip Code:	San Antonio TX 78232
Phone:	210-323-7846
Email Address:	matt@etctracking.com





**Regular Board Meeting**

**6.E.3.**

**Meeting Date:** August 21, 2019  
**Title:** Contract Renewal for 16/059KH for Student Information System  
**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:** Jeff Drury, Richard Vela, Jesus Amezcua  
**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 16/059KH for Student Information System with the following vendor:** Focus School Software (#16/059KH-01) for the period 10/18/2019 through 10/17/2020.

**Subject:**

Choice Partners; Contract Renewal; Student Information System; Revenue Generating

**Rationale:**

The process enacted was a Request for Proposal (RFP). Six hundred forty-three (643) invitations were extended for proposals. Six (6) responses were received of which one (1) was non-responsive, two (2) were non-awarded, and three (3) were awarded. HCDE/Choice Partners contract no. 16/059KH was awarded for one (1) year from 10/18/2016 to 10/17/2017. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the third (3rd) option for renewal period 10/18/2019 to 10/17/2020 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 16/059KH will be an administrative fee of two percent (2%). 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**

Focus School Software

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Choice Partners	Jeff Drury	07/29/2019 01:03 PM
Purchasing Alternate	Yaritza Roman	07/30/2019 12:48 PM
Purchasing	Bill Monroe	07/30/2019 01:42 PM
Assistant Superintendent - Business	Jesus Amezcua	08/06/2019 03:34 PM
Form Started By: Cora Day		Started On: 07/19/2019 09:56 AM
Final Approval Date: 08/06/2019		

July 9, 2019

**Subject: Contract Renewal for 16 / 059KH for Student Information System for Harris 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 **October 17, 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 **October 18, 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 <http://www.choicepartners.org/vendor-login.php> by **July 19, 2019 at 2:00 p.m. central time**.

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

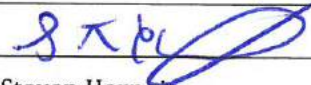
Sincerely,



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:	Focus School Software, LLC
Authorized Signature:	
Print Name:	Steven Harnois
Title:	Director of Operations
Date:	07/17/2019
Address:	475 Central Ave., Suite 400
City, State, Zip Code:	St. Petersburg, FL 33701
Phone:	727-388-7004
Email Address:	steven@focusschoolsoftware.com



**Regular Board Meeting**

**6.E.4.**

**Meeting Date:** August 21, 2019  
**Title:** Contract renewal for 17/038CG JOC-IDIQ for Roofing, Building Envelope and Waterproofing  
**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:** Jeff Drury, Richard Vela, Jesus Amezcua  
**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 17/038CG for JOC-IDIQ for Roofing, Building Envelope and Waterproofing with the following vendors:** American Contracting USA, Inc. (#17/038CG-02); CR Systems, Inc. (#17/038CG-04); CS Advantage USAA, Inc. (#17/038CG-05); D7 Roofing & Metal, LLC (#17/038CG-06); Duro-Last, Inc. dba Duro-Last Roofing, Inc. (#17/038CG-07); Fusion Trading, LLC dba Hi-Mark Roofing and Waterproofing (#17/038CG-08); John A. Walker Roofing Company, Inc. (#17/038CG-10); LD Tebben Company, Inc. (#17/038CG-11); Sea-Breeze Roofing, Inc. (#17/038KC-12); Texas Liqua Tech Services, Inc. dba Liqua Tech (#17/038CG-15), and WS Equipment Leasing Enterprises of Texas, Inc. dba Weatherproofing Services, LLC (17/038CG-16) for the period 10/18/2019 through 10/17/2020.

**Subject:**

Choice Partners; Contract Renewal; JOC-IDIQ for Roofing, Building Envelope and Waterproofing; Revenue Generating

**Rationale:**

The process enacted was Competitive Sealed Proposals (CSP). Eight hundred twenty (820) invitations were extended for proposals. Twenty-one (21) responses were received of which five (5) were non-awarded, and sixteen (16) were awarded. HCDE/Choice Partners contract no. 17/038CG was awarded for two (2) years from 10/18/2017 to 10/17/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 10/18/2019 to 10/17/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 17/038CG will be an administrative fee of three percent (3%). This contract is governed by Texas Education Code 44.031 and Texas Government Code 2269.

**Fiscal Impact**

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

**Attachments**

American Contracting  
 CR Systems

CS Advantage  
D7 Roofing  
Duro-Last  
Hi Mark Roofing  
John A Walker Roofing  
LD Tebben  
Sea-Breeze Roofing  
Liqua Tech  
Weatherproofing Services

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### Form Review

**Inbox**

Choice Partners  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Cora Day  
Final Approval Date: 08/06/2019

**Reviewed By**

Jeff Drury  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 01:05 PM  
07/30/2019 12:59 PM  
07/30/2019 01:50 PM  
08/06/2019 03:34 PM  
Started On: 07/19/2019 10:09 AM

July 9, 2019

**Subject: Contract Renewal for # 17 / 038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris 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 **October 17, 2019**. This contract has **three (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 (1) year beginning **October 18, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time.**

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).


Sincerely,



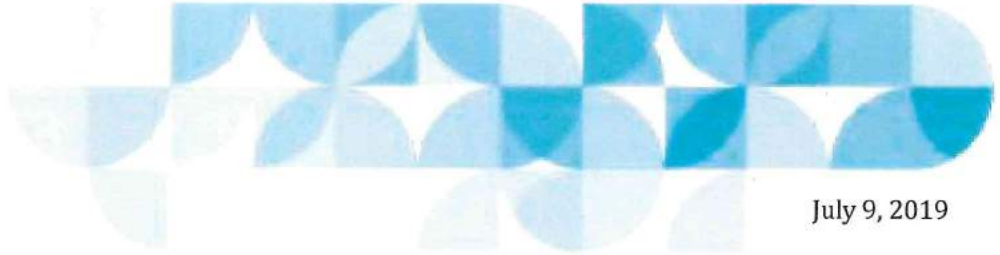
Jeff Drury, Director  
 Choice Partners  
 A division of Harris County Department of Education

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:	American Contracting USA, Inc.
Authorized Signature:	
Print Name:	Leticia Barcenas
Title:	President
Date:	07-23-2019
Address:	1606 S. Reynolds
City, State, Zip Code:	Rio Hondo, TX 78583
Phone:	(956) 748-4030
Email Address:	chris@americancontracting.org





July 9, 2019

**Subject: Contract Renewal for #17/038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris 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 **October 17, 2019**. This contract has **three (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 (1) year beginning **October 18, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time**.

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	CR Systems, Inc.
Authorized Signature:	<i>Rayne Knight</i>
Print Name:	Rayne Knight
Title:	President
Date:	7/22/2019
Address:	8755 Burch Lane
City, State, Zip Code:	Bryan, TX 77808
Phone:	979-704-5116
Email Address:	Office@crsystemsinc.com



July 9, 2019

**Subject: Contract Renewal for #17/038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris 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 **October 17, 2019**. This contract has **three (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 (1) year beginning **October 18, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time.**

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

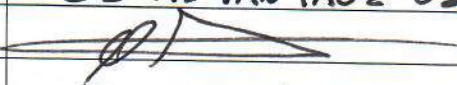
Sincerely,

  
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:	CS ADVANTAGE USAA INC
Authorized Signature:	
Print Name:	OSCAR GALVAN
Title:	PRESIDENT
Date:	7/11/19
Address:	P.O. Box 12407
City, State, Zip Code:	LOUGEE ST. TX 77842
Phone:	210 7710720
Email Address:	o-galvan@hotmail.com



July 9, 2019

**Subject: Contract Renewal for # 17 / 038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris 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 **October 17, 2019**. This contract has **three (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 (1) year beginning **October 18, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time**.

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	D7 Roofing & Metal LLC
Authorized Signature:	
Print Name:	Michael A Delgado
Title:	President
Date:	7.14.2019
Address:	8701 W Hardy Rd
City, State, Zip Code:	Houston Texas 77022
Phone:	713 325 0700
Email Address:	mdelgado@d7roofingtx.com





July 9, 2019

**Subject: Contract Renewal for #17/038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris 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 **October 17, 2019**. This contract has **three (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 (1) year beginning **October 18, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time.**

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.

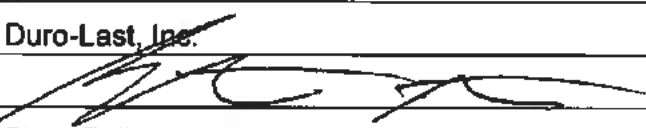
If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

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:	Duro-Last, Inc.
Authorized Signature:	
Print Name:	Steve Ruth
Title:	Vice President, Sales Operations
Date:	7/19/19
Address:	525 Morley Drive
City, State, Zip Code:	Saginaw, Michigan 48601
Phone:	(800) 248-0280 ext. 2223
Email Address:	cplyler@duro-last.com



July 9, 2019

**Subject: Contract Renewal for # 17 / 038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris 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 **October 17, 2019**. This contract has **three (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 (1) year beginning **October 18, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time.**

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	Fusion Trading LLC, dba Hi-Mark Roofing & Waterproofing
Authorized Signature:	<i>John Follis</i>
Print Name:	John Follis
Title:	Owner
Date:	July 18, 2019
Address:	12142 Leafy Oak Way
City, State, Zip Code:	Magnolia, TX 77354
Phone:	281-259-7099
Email Address:	julie@hi-markroofing.com



July 9, 2019

**Subject: Contract Renewal for # 17 / 038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

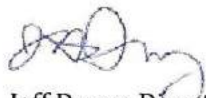
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **October 17, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one (1) year beginning **October 18, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time**.

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

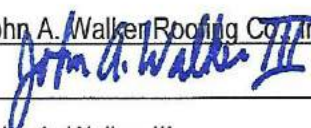
Sincerely,



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:	John A. Walker Roofing Co. Inc.
Authorized Signature:	
Print Name:	John A. Walker III
Title:	President
Date:	July 12, 2019
Address:	415 Main Street
City, State, Zip Code:	La Marque, TX 77568
Phone:	409-935-5411
Email Address:	john@jwalkerroofing.com



July 9, 2019

**Subject: Contract Renewal for #17/038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris 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 **October 17, 2019**. This contract has **three (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 (1) year beginning **October 18, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time.**

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

Sincerely,

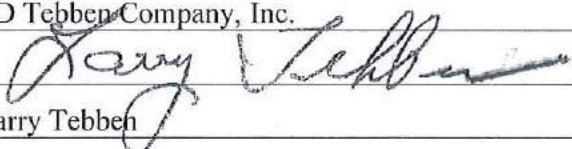


Jeff Drury, Director  
 Choice Partners

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:	LD Tebben Company, Inc.
Authorized Signature:	
Print Name:	Larry Tebben
Title:	President
Date:	07/16/2019
Address:	4315 Terry-O Ln
City, State, Zip Code:	Austin, TX 78745-1241
Phone:	512-416-1476
Email Address:	<a href="mailto:larrytebben@ldtebben.com">larrytebben@ldtebben.com</a>



July 9, 2019

**Subject: Contract Renewal for # 17 / 038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

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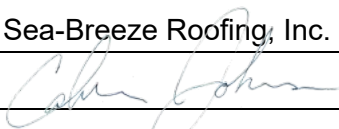
Sincerely,



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:	Sea-Breeze Roofing, Inc.
Authorized Signature:	
Print Name:	Clavin Johnson
Title:	President
Date:	9-15-19
Address:	1927 Ahrens
City, State, Zip Code:	Houston, TX 77017
Phone:	(713) 643-7997
Email Address:	sbri@seabreezerroofing.com





July 9, 2019

**Subject: Contract Renewal for #17/038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris Department of Education (HCDE)/Choice Partners Cooperative**

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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:	TEXAS LIQUA TECH SERVICES, INC.
Authorized Signature:	
Print Name:	C.A. SMALL
Title:	Vice President
Date:	07/16/19
Address:	1819 Milby Street
City, State, Zip Code:	Houston, TX. 77003
Phone:	713-225-5325
Email Address:	CHARLES@LIQUATECH.COM



July 9, 2019

**Subject: Contract Renewal for # 17/038CG for Job Order Contracting (JOC) for IDIQ Roofing, Building Envelope and Waterproofing for Harris Department of Education (HCDE)/Choice Partners Cooperative**

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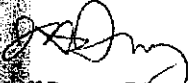
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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

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:	Weatherproofing Services
Authorized Signature:	
Print Name:	Gary Place II
Title:	Vice President
Date:	7/23/19
Address:	2336 Oak Grove Lane
City, State, Zip Code:	Aubrey, TX 76227
Phone:	972-731-8222
Email Address:	<a href="mailto:gary@wstexas.com">gary@wstexas.com</a>

**Regular Board Meeting**

**6.E.5.**

**Meeting Date:** August 21, 2019  
**Title:** Contract Renewal for 17/049KD Financial and Operations Analysis, Evaluation & Reporting Software  
**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:** Jeff Drury, Richard Vela, Jesus Amezcua  
**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 17/049KD Financial and Operations Analysis, Evaluation & Reporting Software with the following vendor:** Open Gov, Inc. (#17/049KD-01) for the period 10/18/2019 through 10/17/2020.

**Subject:**

Choice Partners; Contract Renewal; Financial and Operations Analysis, Evaluation & Reporting Software; Revenue Generating

**Rationale:**

The process enacted was a Request for Proposal (RFP). One thousand three hundred-fifty seven (1,357) invitations were extended for proposals. Three (3) responses were received of which two (2) were non-awarded, and one (1) was awarded. HCDE/Choice Partners contract no. 17/049KD was awarded for one (1) year from 10/17/2017 to 10/16/2018. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the second (2nd) option for renewal period 10/17/2019 to 10/16/2020 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 17/049KD will be an administrative fee of two percent (2%). 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**

Open Gov

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Choice Partners	Jeff Drury	07/29/2019 01:32 PM
Purchasing Alternate	Yaritza Roman	07/30/2019 02:14 PM
Purchasing	Bill Monroe	07/30/2019 04:41 PM
Assistant Superintendent - Business	Jesus Amezcua	08/06/2019 03:34 PM
Form Started By: Cora Day		Started On: 07/19/2019 12:32 PM



July 9, 2019

**Subject: Contract Renewal for #17/049KD for Financial and Operations Analysis, Evaluation and Reporting Software for Harris 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 **October 17, 2019**. This contract has **three (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 **October 18, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time.**

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	OpenGov, Inc.
Authorized Signature:	
Print Name:	Paul H. Deaton
Title:	CFO
Date:	July 19, 2019
Address:	955 Charter St.
City, State, Zip Code:	Redwood City, CA, 94063
Phone:	(650) 336-7167
Email Address:	legal@opengov.com



**Regular Board Meeting****6.E.6.****Meeting Date:** August 21, 2019**Title:** Contract Renewal for 18/056KD for Technology Hardware, Software and Services**Submitted For:** Joann Nichols, Choice Partners**Submitted By:** Cora Day**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly**Additional Resource Personnel:****Facilities/Technology Approval Needed?:****Information****Posted Agenda Item:**

**Contract renewal option for job no. 18/056KD for Technology Hardware, Software and Services with the following vendors:** ACCO Brands Corporation dba ACCO Brands USA, LLC (#18/056KD-02); Agular Systems Incorporated (#18/056KD-03); Audio Optical Systems of Austin, Inc. (#18/056KD-04); Avaya, Inc. (#18/056KD-05); Best Buy Stores, L.P. dba Best Buy for Business (#18/056KD-07); Birch Cline Technologies, LLC (#18/056KD-08); ByteSpeed, LLC (#18/056KD-10); Case Emergency Systems (#18/056KD-12); CDW, LLC dba CDW Government LLC, CDW Government (#18/056KD-13); Critical Infrastructure Solutions (CIS), LLC (#18/056KD-15); Data Projections, Inc. (#18/056KD-17); DataVox, Inc. (#18/056KD-18); Digi International, Inc. dba SmartSense (#18/056KD-19); doc2e-file, Inc. (#18/056KD-21); Education Networks of America, Inc. dba ENA Services, LLC (#18/056KD-22); Electronic Recyclers International, Inc. (#18/056KD-23); Double M Laser Products, Inc. dba Enhanced Laser Products (#18/056KD-24); eRate 360 Solutions, LLC (#18/056KD-25); Formative Loop, Inc. (#18/056KD-26); Technology Assets, LLC dba Global Asset (#18/056KD-27); HiED Inc. (#18/056KD-28); 5205 Limited Partnership dba Houston Communications, Inc. (HCI) (#18/056KD-29); Insight Investments, LLC (#18/056KD-30); Insource Technology Corporation dba Insource Technology Direct, LLC (#18/056KD-31); Intech Southwest Services, LLC (#18/056KD-32); iTech Enterprises, LLC dba iTech Solutions (#18/056KD-34); LyncVerse Technologies (#18/056KD-37); MicroTechnologies, LLC dba MicroTech (#18/056KD-38); Nearpod, Inc. (#18/056KD-39); Netsync Network Solutions (#18/056KD-40); Network Cabling Services, Inc. (#18/056KD-41); Southwest Texas Horizons, LLC dba New Horizons CLC of Houston (#18/056KD-42); Nuemman dba Nuemman, LLC (#18/056KD-43); NWN Corporation (#18/056KD-44); Panorama Education, Inc. (#18/056KD-46); PCCare, Inc. dba Square3 (#18/056KD-47); PCMG, Inc. dba PCM Gov, Inc. (#18/056KD-48); PopSmart Technologies, LLC (#18/056KD-49); PS Lightwave, Inc. dba Pure Speed Lightwave (#18/056KD-52); R3 Collaboratives, Inc. (#18/056KD-53); Asset Management & Disposal dba RetirePC (#18/056KD-54); Revolution Data Systems, LLC (#18/056KD-55); Set Solutions, Inc. (#18/056KD-56); SHI Government Solutions, Inc. (#18/056KD-57); Shmoop University, Inc. (#18/056KD-58); SuccessEd, LLC (#18/056KD-60); Technical Laboratory Systems, Inc. (#18/056KD-61); Veritrust Corporation (#18/056KD-62); Virtucom, Inc. (#18/056KD-63); Waypoint Business Solutions, LLC (#18/056KD-64), and WebRevelation, Inc. (#18/056KD-65) for the period 09/19/2019 through 09/18/2020.

**Subject:**

Choice Partners; Contract Renewal; Technology Hardware, Software and Services; Revenue Generating

**Rationale:**

The process enacted was a Request for Proposal (RFP). Two thousand five hundred-twenty six (2,526) invitations were extended for proposals. One hundred and ten (110) responses were received of which seven (7) were non-responsive, twenty-seven (27) were non-awarded, and sixty-six (66) were awarded. HCDE/Choice Partners contract no. 18/056KD was awarded for one (1) year from 09/19/2018 to 09/18/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 09/19/2019 to 09/18/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/056KD will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

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### Fiscal Impact

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

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### Attachments

ACCO Brands USA  
Aglar Systems  
Audio Optical  
Avaya  
Best Buy  
Birch Cline Tech  
Bytespeed  
Case Systems  
CDW Govt  
Critical Infrastructure  
Data Projections  
Datavox  
Digi International  
doc2e-file  
Enhanced Laser  
Electronic Recyclers Intl  
ENA Services  
eRate 360 Solutions  
Formative Loop  
Global Assets  
Hi-ED  
Houston Communications  
Insight Investments  
Insource Tech  
Intech Southwest Svcs  
iTech  
Lyncverse  
MicroTech  
Nearpod  
Netsync

Network Cabling Svcs  
New Horizons  
Neumann  
NWN Corp  
Panorama  
PcCare-Square3  
PCM Gov  
PopSmart Tech-Pinnacle  
Pure Speed Lightwave  
R3 Collaboratives  
Retire PC  
Revolution Data  
Set Solutions  
SHI Govt  
Shmoop Univ  
SuccessED  
Technical Lab Systems  
Veritrust Corp  
Virtucom  
Waypoint Business Solns  
Webrevelation

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### Form Review

**Inbox**

Choice Partners  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Cora Day  
Final Approval Date: 08/06/2019

**Reviewed By**

Jeff Drury  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 01:09 PM  
07/30/2019 01:05 PM  
07/30/2019 02:07 PM  
08/06/2019 03:34 PM  
Started On: 07/19/2019 10:24 AM

July 10, 2019

**Subject: Contract Renewal for 18/056KD for Technology Hardware, Software and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

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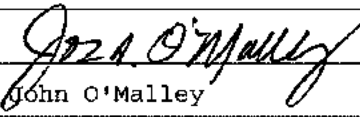
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Sincerely,

  
 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:	ACCO Brands USA LLC
Authorized Signature:	
Print Name:	John O'Malley
Title:	VP North America PFS
Date:	7/15/19
Address:	Four Corporate Drive
City, State, Zip Code:	Lake Zurich, IL 60047
Phone:	847-796-4569 directbid@acco.com
Email Address:	directbid@acco.com



July 10, 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:	Agular Systems, Inc.
Authorized Signature:	
Print Name:	Paul Luibel
Title:	Vice President
Date:	07/15/19
Address:	2028 Ben White Blvd STE 2400-1222
City, State, Zip Code:	Austin, TX 78741
Phone:	847-275-9366
Email Address:	pluibel@agularsystems.com



July 10, 2019

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Dear CP Vendor Partner:

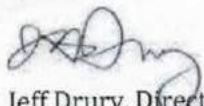
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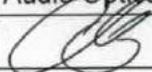
Sincerely,



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:	Audio Optical Systems of Austin, Inc.
Authorized Signature:	
Print Name:	Alex Brookins
Title:	Sales
Date:	07/11/19
Address:	P.O. Box 30164
City, State, Zip Code:	Austin, TX 78755
Phone:	(512)454-8672
Email Address:	aos@kurzweilAustin.net





July 10, 2019

**Subject: Contract Renewal for 18/056KD for Technology Hardware, Software and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

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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:	Avaya Inc.
Authorized Signature:	<small>DocuSigned by:</small> <i>James Allen Timmons</i>
Print Name:	<small>4C8424338B5A4EB...</small> James Allen Timmons
Title:	Area Vice President, West Area Sales
Date:	July 18, 2019   12:07 PM EDT
Address:	4655 Great America Parkway
City, State, Zip Code:	Santa Clara, CA 95054
Phone:	669-242-8155
Email Address:	jatimmons@avaya.com





July 10, 2019

**Subject: Contract Renewal for 18/056KD for Technology Hardware, Software and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

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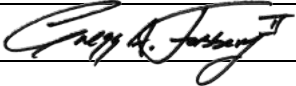
Sincerely,



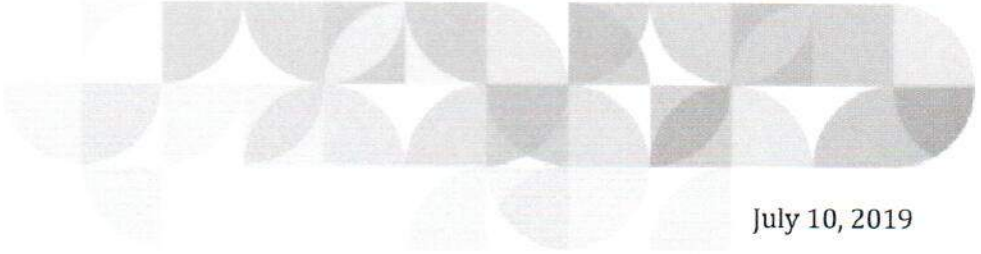
Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	Best Buy Stores, L.P.
Authorized Signature:	
Print Name:	Gregg Forsberg
Title:	VP Best Buy Business
Date:	7.17.2019
Address:	7601 Penn Ave S, D-5
City, State, Zip Code:	Richfield, MN 55423
Phone:	800-373-3050
Email Address:	bbfbcontracts@bestbuy.com





July 10, 2019

**Subject: Contract Renewal for 18/056KD for Technology Hardware, Software and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	Birch Cline Technologies, LLC
Authorized Signature:	
Print Name:	Joseph R. Guin
Title:	Managing Partner
Date:	7-22-2019
Address:	3414 Greathouse Rd.
City, State, Zip Code:	Waxahachie, TX 75167
Phone:	972-571-4538
Email Address:	Randy.Guin@BirchCline.com



July 10, 2019

**Subject: Contract Renewal for 18/056KD for Technology Hardware, Software and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

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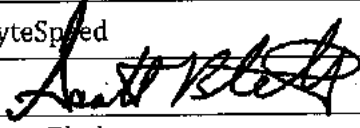
Sincerely,



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:	ByteSpeed
Authorized Signature:	
Print Name:	Scott Bleth
Title:	VP - Sales
Date:	July 17, 2019
Address:	3131 24th Ave S.
City, State, Zip Code:	Moorhead, MN 56560
Phone:	877-553-0777 x450 or 218-227-0450 direct
Email Address:	sbleth@bytespeed.com



July 10, 2019

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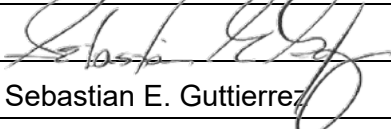
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Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	CASE Emergency Systems
Authorized Signature:	
Print Name:	Sebastian E. Guttierrez
Title:	President/CEO
Date:	July 17, 2019
Address:	5 Goddard
City, State, Zip Code:	Irvine, CA 92618
Phone:	(949) 988-7500
Email Address:	plee@casees.com



July 10, 2019

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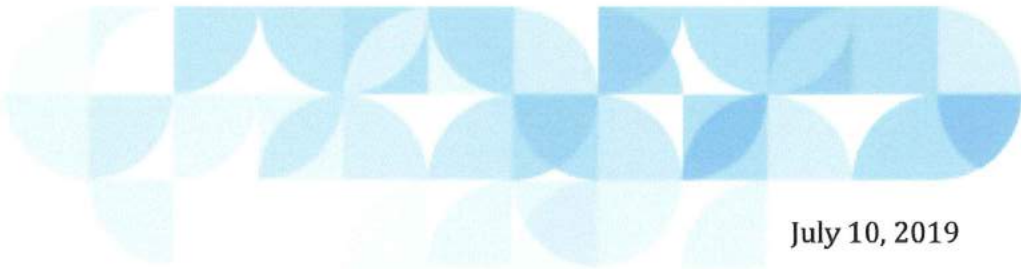
Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	CDW Government LLC
Authorized Signature:	
Print Name:	Mark A. Ellis
Title:	Manager, Program Management
Date:	07/19/2019
Address:	230 N Milwaukee Ave
City, State, Zip Code:	Vernon Hills, IL 60061
Phone:	877-489-8641
Email Address:	markeli@cdwg.com





July 10, 2019

**Subject: Contract Renewal for 18/056KD for Technology Hardware, Software and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

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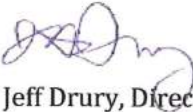
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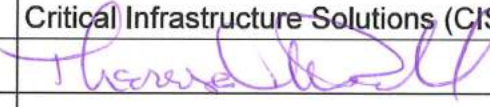
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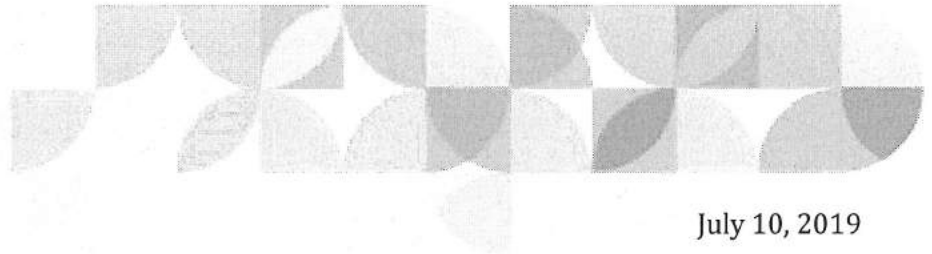
Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	Critical Infrastructure Solutions (CIS) LLC
Authorized Signature:	
Print Name:	Theresa McDowell
Title:	Comptroller
Date:	July 11, 2019
Address:	17225 El Camino Real, Suite 450
City, State, Zip Code:	Houston TX 77058
Phone:	281-938-1800
Email Address:	tmcdowell@powerofcis.com





July 10, 2019

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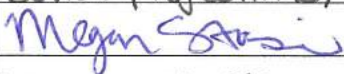
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Sincerely,

  
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:	Data Projections, Inc.
Authorized Signature:	
Print Name:	Megan Stasio
Title:	VP of Operations
Date:	7/18/2019
Address:	3700 W. Sam Houston Pkwy S. Suite #525
City, State, Zip Code:	Houston, TX 77042
Phone:	(713) 781-1999
Email Address:	DP1EdSalesTeam@DataProjections.com



July 10, 2019

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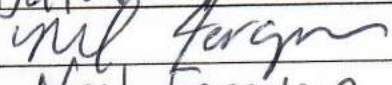
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A division of Harris County Department of Education

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

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Corporate Name:	Datavox Inc
Authorized Signature:	
Print Name:	Neil Ferguson
Title:	SR VP Marketing
Date:	7/17/19
Address:	6650 W Sam Houston Parkway S
City, State, Zip Code:	Houston, TX 77072
Phone:	713-881-7107
Email Address:	neil@datavox.net





July 10, 2019

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 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:	Smart Sense by Digi
Authorized Signature:	
Print Name:	Josh Griggs
Title:	Director of Sales
Date:	7/12/19
Address:	4101 Edison Lakes Pkwy
City, State, Zip Code:	Mishawaka, IN 46545
Phone:	574-347-6166
Email Address:	josh.griggs@digicom



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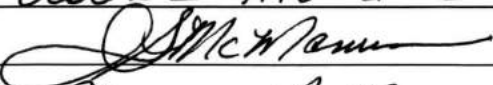
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Assistant Superintendent for Business Services  
Harris County Department of Education

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

Corporate Name:	doc2e-file Inc
Authorized Signature:	
Print Name:	Sherry McManus
Title:	President
Date:	7/19/2019
Address:	4500 S. Wayside Ste 102
City, State, Zip Code:	Houston Tx 77087
Phone:	713 649 2006
Email Address:	Sherrymcmanus@doc2e-file.com



July 10, 2019

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A division of Harris County Department of Education

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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:	Enhanced Laser Products
Authorized Signature:	<i>Curtis Morris</i>
Print Name:	Curtis Morris
Title:	Principal
Date:	7-16-19
Address:	10516 Katy Fwy, Ste H
City, State, Zip Code:	Hou, TX 77043
Phone:	713-956-9481
Email Address:	cmorris@enhancedlaser.com



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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:	Electronic Recyclers International, Inc.
Authorized Signature:	
Print Name:	Kevin J. Dillon
Title:	Co-Founder, Chief Marketing and Sales Officer
Date:	7/19/2019
Address:	7815 N. Palm Ave., Suite 140
City, State, Zip Code:	Fresno, CA 93711
Phone:	(559) 442-3990
Email Address:	kevin.dillon@eridirect.com



July 10, 2019

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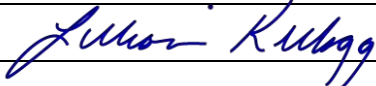
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A division of Harris County Department of Education

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:	ENA Services; LLC, a subsidiary of Education Networks of America, Inc. (ENA)
Authorized Signature:	
Print Name:	Lillian Kellogg
Title:	Senior Vice President
Date:	July 18, 2019
Address:	618 Grassmere Park Drive, Suite 12
City, State, Zip Code:	Nashville, TN 37211
Phone:	(615) 312-6072
Email Address:	lkellogg@ena.com



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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:	eRate 360 Solutions, LLC
Authorized Signature:	
Print Name:	Kasey Oakley
Title:	Managing Partner
Date:	7/19/2019
Address:	903 Swift Bear Street
City, State, Zip Code:	Henderson, NV 89002
Phone:	888-535-7771 x100
Email Address:	koakley@erate360.com



July 10, 2019

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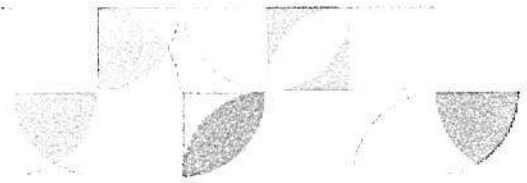
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A division of Harris County Department of Education

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:	Formative Loop, Inc.
Authorized Signature:	
Print Name:	Dustin Friesenhahn
Title:	Co-Founder
Date:	July 19, 2019
Address:	8809 Silverarrow Cir.
City, State, Zip Code:	Austin, Texas 78759
Phone:	(800) 430-3707
Email Address:	dustin@formativeloop.com





July 10, 2019

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 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:	Technology Assets LLC dba Global Asset
Authorized Signature:	<i>Thomas H. Earley</i>
Print Name:	Thomas H. Earley
Title:	BDM
Date:	7/17/19
Address:	1815 Monetary Lane #100
City, State, Zip Code:	Carrollton, TX, 75023
Phone:	972-695-8600
Email Address:	tearley@globalassetitive.com





July 10, 2019

**Subject: Contract Renewal for 18/056KD for Technology Hardware, Software and Services for Harris 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 **September 18, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners value this contract and is exercising the option to extend this contract for one year beginning **September 19, 2019**.

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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	HIED Inc.
Authorized Signature:	<i>Leslie Harris</i>
Print Name:	Leslie Harris
Title:	President
Date:	7/18/19
Address:	80 E. McDermott Dr.
City, State, Zip Code:	Allen, TX 75002
Phone:	800-876-3467
Email Address:	Leslie@hied.com



July 10, 2019

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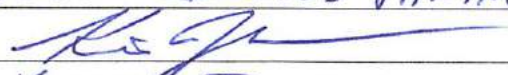
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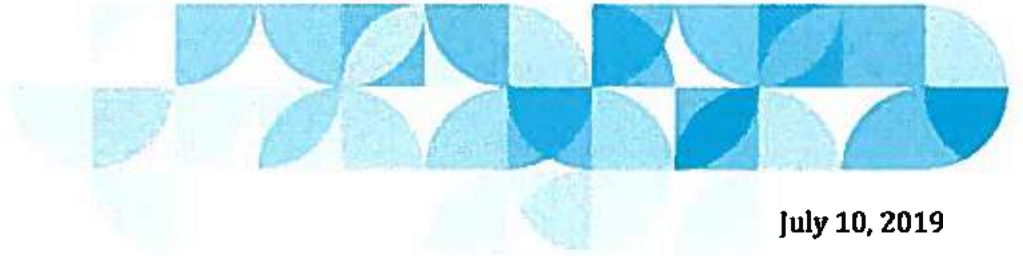
  
 Jeff Drury, Director  
 Choice Partners  
 A division of Harris County Department of Education

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:	5205 LIMITED PARTNERSHIP dba HCI
Authorized Signature:	
Print Name:	KEIR JOHNSON
Title:	PRESIDENT
Date:	7/16/19
Address:	1105 INDUSTRIAL BLVD.
City, State, Zip Code:	SUGAR LAND, TX 77478
Phone:	281-491-1616
Email Address:	keir@hcieconnects.com





July 10, 2019

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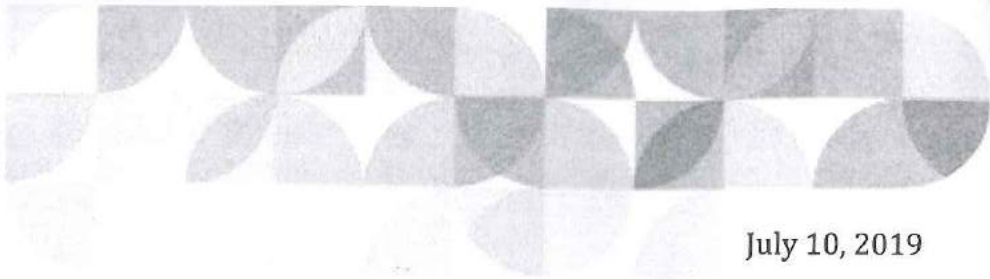
Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	Insight Investments, LLC
Authorized Signature:	
Print Name:	Christopher M. Czaja
Title:	CFO
Date:	7/15/19
Address:	611 Anton Blvd. Suite 700
City, State, Zip Code:	Costa Mesa, CA 92626
Phone:	714-939-2300
Email Address:	cczaja@insightinvestments.com





July 10, 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:	Insource Technology Corporation
Authorized Signature:	
Print Name:	Julie M. Black
Title:	Director
Date:	July 18, 2019
Address:	20405 State Highway 249 Suite 300
City, State, Zip Code:	Houston, Texas 77070
Phone:	(281) 774-4070
Email Address:	Julie.Black@insource.com



July 10, 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:	Intech Southwest Services, LLC
Authorized Signature:	<i>Kevin Reyher</i>
Print Name:	Kevin Reyher
Title:	President
Date:	07/16/19
Address:	4778 Research Drive
City, State, Zip Code:	San Antonio, TX, 78240
Phone:	210-690-0000
Email Address:	kreyher@intechsouthwest.com



July 10, 2019

**Subject: Contract Renewal for 18/056KD for Technology Hardware, Software and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

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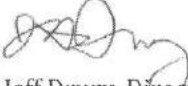
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 Choice Partners  
 A division of Harris County Department of Education

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:	iTech Enterprises LLC DBA iTech Solutions
Authorized Signature:	
Print Name:	Eder Aguirre
Title:	CEO
Date:	07/16/2019
Address:	1416 North Sam Houston Pkwy E, Suite 150
City, State, Zip Code:	Houston, TX 77032
Phone:	832-919-7378 Office / 832-331-9083 Cell
Email Address:	Eaguirre@itechavs.com



July 10, 2019

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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:	LynceVerse Technologies
Authorized Signature:	
Print Name:	Shearra Thomas
Title:	President and CEO
Date:	7/10/19
Address:	8203 Willow Place S Suite H315
City, State, Zip Code:	Houston, TX 77070
Phone:	281-542-3473
Email Address:	SThomas@lynceverse.com



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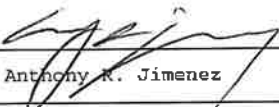
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Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	MicroTech
Authorized Signature:	
Print Name:	Anthony R. Jimenez
Title:	Founder, President and CEO
Date:	July 18, 2019
Address:	8330 Boone Boulevard, Suite 600
City, State, Zip Code:	Vienna, VA 22132
Phone:	703-891-1073
Email Address:	tjimenez@microtech.net





July 10, 2019

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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:	Nearpod Inc.
Authorized Signature:	
Print Name:	Maurice Heiblum
Title:	President & COO
Date:	7/17/2019
Address:	1855 Griffin Road A290
City, State, Zip Code:	Dania Beach, FL 33004
Phone:	305-677-5030
Email Address:	rfps@nearpod.com



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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:	Netsync Network Solutions
Authorized Signature:	
Print Name:	Angela Melone
Title:	Corporate Editor
Date:	07/11/2019
Address:	2500 West Loop South, Ste. 410
City, State, Zip Code:	Houston, TX 77027
Phone:	866-974-5959
Email Address:	proposals@netsyncnetwork.com



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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:	Network Cabling Services, Inc.
Authorized Signature:	
Print Name:	Mark Veltri
Title:	Chief Operating Officer
Date:	7/16/19
Address:	12626 Fuqua Street
City, State, Zip Code:	Houston, TX 77034
Phone:	281-484-1777
Email Address:	sales@ncs-tx.com



July 10, 2019

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A division of Harris County Department of Education

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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:	Southeast Texas Horizontd, LLC DBA New Horizons CLC of Houston
Authorized Signature:	
Print Name:	Jamie Fiely
Title:	President
Date:	07/19/2019
Address:	300 E Highland Mall Blvd Ste 390
City, State, Zip Code:	Austin, TX 78752
Phone:	512-744-9191
Email Address:	VendorForm@5pe.com



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A division of Harris County Department of Education

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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:	Nuemman LLC
Authorized Signature:	
Print Name:	Emmanuel Nuvaga
Title:	CEO/President
Date:	07/19/2019
Address:	101 E Park Blvd, Ste 600
City, State, Zip Code:	Plano TX 75074 USA
Phone:	214-499-5652
Email Address:	emmanuel.nuvaga@nuemman.com



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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:	NWN Corporation
Authorized Signature:	
Print Name:	Mathew S. Niemann
Title:	Vice President of Strategic Contracts
Date:	07/17/2019
Address:	271 Waverley Oaks Road
City, State, Zip Code:	Waltham, MA 02452
Phone:	781.472.3400
Email Address:	MNiemann@nwnit.com



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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:	Panorama Education, Inc.
Authorized Signature:	<i>Katie Mallett</i>
Print Name:	Katie Mallett
Title:	CFO
Date:	07/18/2019
Address:	24 School Street, 4th Floor
City, State, Zip Code:	Boston, MA, 02108
Phone:	508-380-4203
Email Address:	sgertner@panoramaed.com



<b>TITLE</b>	Choice Partners Renewal
<b>FILE NAME</b>	18-056KD-R1_Techn...Services_2019.pdf
<b>DOCUMENT ID</b>	b0c45efbf3a02ccc5c74be7ae31b5e846f81348a
<b>STATUS</b>	● Completed

Document History

 SENT	<b>07/18/2019</b> 15:50:12 UTC	Sent for signature to Sarah Gertner (sgertner@panoramaed.com) and Katie Mallett (kmallett@panoramaed.com) from sgertner@panoramaed.com IP: 50.237.114.132
 VIEWED	<b>07/18/2019</b> 15:50:26 UTC	Viewed by Sarah Gertner (sgertner@panoramaed.com) IP: 50.237.114.132
 SIGNED	<b>07/18/2019</b> 15:52:22 UTC	Signed by Sarah Gertner (sgertner@panoramaed.com) IP: 50.237.114.132
 VIEWED	<b>07/18/2019</b> 16:16:45 UTC	Viewed by Katie Mallett (kmallett@panoramaed.com) IP: 50.237.114.132
 SIGNED	<b>07/18/2019</b> 16:17:15 UTC	Signed by Katie Mallett (kmallett@panoramaed.com) IP: 50.237.114.132
 COMPLETED	<b>07/18/2019</b> 16:17:15 UTC	The document has been completed.



July 10, 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:	Square3 IT
Authorized Signature:	<i>Drew Davenport</i>
Print Name:	Drew Davenport
Title:	Vice President
Date:	July 17, 2019
Address:	221 Parking Way
City, State, Zip Code:	Lake Jackson, TX 77566
Phone:	979-297-1117
Email Address:	drew.davenport@square3it.com



July 10, 2019

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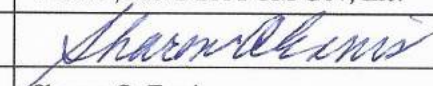
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Choice Partners  
A division of Harris County Department of Education

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:	PCMG, Inc. DBA PCM Gov, Inc.
Authorized Signature:	
Print Name:	Sharon O. Ennis
Title:	Senior Vice President
Date:	July 19, 2019
Address:	13755 Sunrise Valley Drive, Suite 750
City, State, Zip Code:	Herndon, VA 20171-4608
Phone:	800-625-5468
Email Address:	contract@pcmg.com



July 10, 2019

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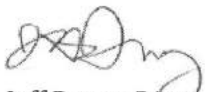
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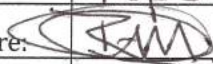
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Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	PopSmart Technologies, LLC
Authorized Signature:	
Print Name:	Reed Allan Melnick
Title:	President
Date:	7/16/2019
Address:	13988 Diplomat Dr. #160,
City, State, Zip Code:	Farmers Branch, TX. 75234
Phone:	855-900-7476
Email Address:	reed@popsmarttechnologies.com





July 10, 2019

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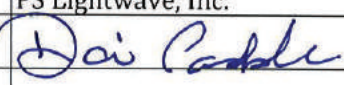


Jeff Drury, Director  
Choice Partners

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:	PS Lightwave, Inc.
Authorized Signature:	
Print Name:	David Caddle
Title:	Chief Revenue Officer
Date:	07/12/19
Address:	5959 Corporate Dr., Suite 3300
City, State, Zip Code:	Houston, TX 77036
Phone:	832.615.8000
Email Address:	dcaddle@pslightwave.com



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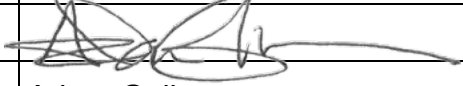
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Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	R3 Collaboratives Inc
Authorized Signature:	
Print Name:	Adam Geller
Title:	CEO
Date:	7/11/2019
Address:	95 3rd St Fl 2
City, State, Zip Code:	San Francisco, CA 94103
Phone:	855-338-4362 x804
Email Address:	adam@edthena.com



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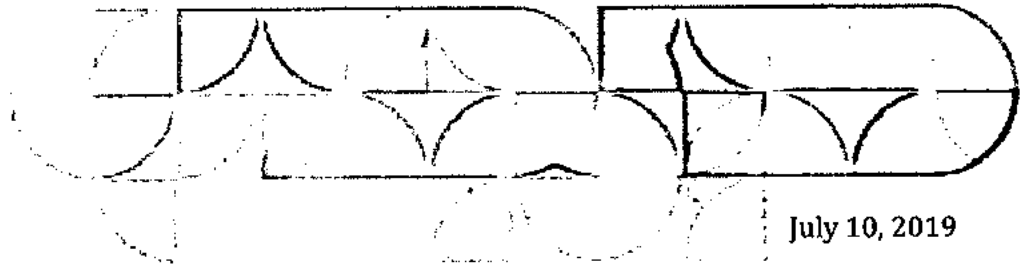
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 Assistant Superintendent for Business Services  
 Harris County Department of Education

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

Corporate Name:	ASSET Management & Disposal DBA RETIRE PC
Authorized Signature:	
Print Name:	Chuck Supon
Title:	V.P.
Date:	7/15/19
Address:	2747 OAKLAND Ave
City, State, Zip Code:	GARRLAND, TX 75041
Phone:	972-231-6600
Email Address:	Chuck@RETIREPC.com





July 10, 2019

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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:	Revolution Data Systems, LLC
Authorized Signature:	
Print Name:	Jonathan Pathe
Title:	President
Date:	7/22/2019
Address:	70161 Hwy 59 Suite G
City, State, Zip Code:	Abita Springs, LA 70420
Phone:	985-808-0091
Email Address:	brathe@revolutiondatasystems.com



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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:	Set Solutions, Inc.
Authorized Signature:	
Print Name:	John Marler
Title:	CEO
Date:	19 July 2019
Address:	1800 West Loop South Suite #700
City, State, Zip Code:	Houston, Texas 77027
Phone:	713-956-6600
Email Address:	jmarler@setsolutions.com





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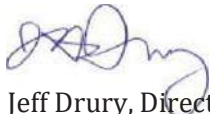
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A division of Harris County Department of Education

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:	SHI Government Solutions, Inc.
Authorized Signature:	<i>Kristina Mann</i>
Print Name:	Kristina Mann
Title:	Sr. Lead Contract Specialist
Date:	7/18/2019
Address:	1301 South Mo-Pac Expressway, Suite 375
City, State, Zip Code:	Austin, Texas 78746
Phone:	936-271-1384
Email Address:	Tracey_Bieser@SHI.com



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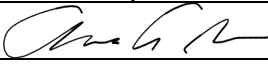
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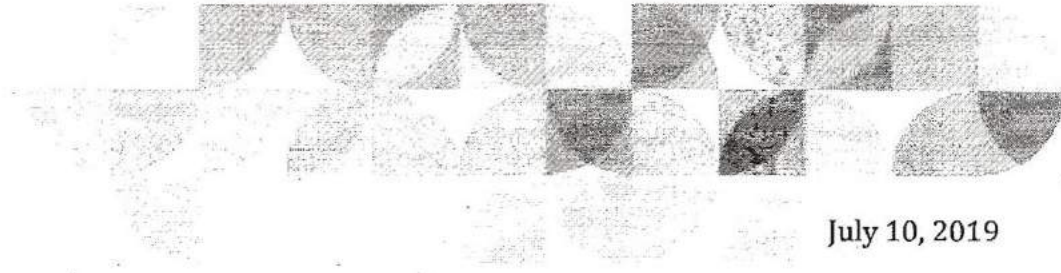
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Jesus J. Amezcua, PhD., CPA, RTSBA  
 Assistant Superintendent for Business Services  
 Harris County Department of Education

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

Corporate Name:	Shmoop University, Inc.
Authorized Signature:	
Print Name:	Andrew Rahden
Title:	President & CEO
Date:	7/19/2019
Address:	PO Box 15550
City, State, Zip Code:	Scottsdale, AZ 85267
Phone:	855-574-6667
Email Address:	tim@shmoop.com





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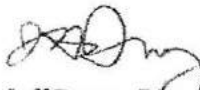
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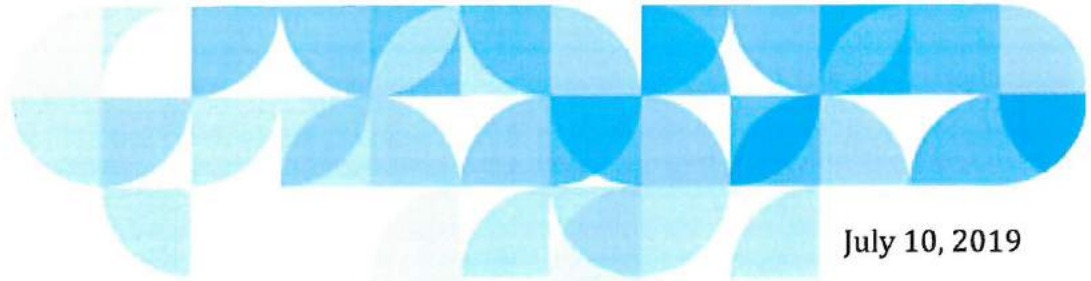
  
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Jesus J. Amezcua, PhD., CPA, RTSBA  
Assistant Superintendent for Business Services  
Harris County Department of Education

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

Corporate Name:	SuccessEd, LLC
Authorized Signature:	
Print Name:	James W. Bridges, III
Title:	President & CEO
Date:	7-18-19
Address:	2401 Internet Blvd., Suite 107
City, State, Zip Code:	Frico, TX 75034
Phone:	214-613-1546
Email Address:	jim.bridges@successed.net





July 10, 2019

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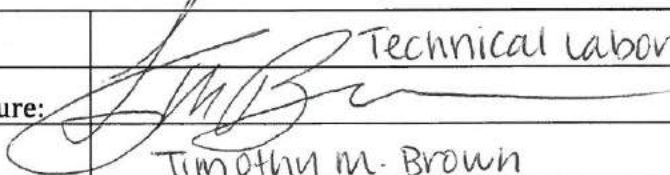
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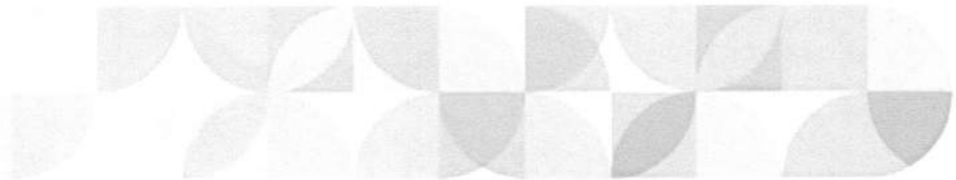
  
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Assistant Superintendent for Business Services  
Harris County Department of Education

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

Corporate Name:	Technical Laboratory Systems, Inc.
Authorized Signature:	
Print Name:	Timothy M. Brown
Title:	President
Date:	7/18/19
Address:	PO Box 218609.
City, State, Zip Code:	HOUSTON, TX 77218
Phone:	800.445.1088
Email Address:	Sales@tech-labs.com





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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:	VeriTrust Corporation
Authorized Signature:	
Print Name:	Chris Godinich
Title:	President
Date:	7/12/19
Address:	2060 Afton St.
City, State, Zip Code:	Houston, Texas 77055
Phone:	713-263-9000
Email Address:	sales@veritrust.net



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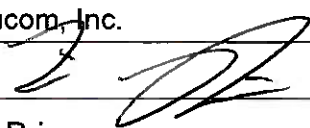
Sincerely,



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 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:	Virtucom, Inc.
Authorized Signature:	
Print Name:	Tim Prince
Title:	Director
Date:	7/15/2019
Address:	5060 Avalon Ridge Pkwy, Suite 300
City, State, Zip Code:	Peachtree Corners, GA 30071
Phone:	(800) 890-2611 x203
Email Address:	tprince@virtucom.com



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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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	Waypoint Business Solutions, LLC
Authorized Signature:	
Print Name:	Paul Neyman
Title:	President
Date:	July 16th, 2019
Address:	118 Vintage Park Blvd., W414
City, State, Zip Code:	Houston, TX 77070
Phone:	832-479-8540
Email Address:	pneyman@waypointsolutions.com



July 10, 2019

**Subject: Contract Renewal for 18/056KD for Technology Hardware, Software and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

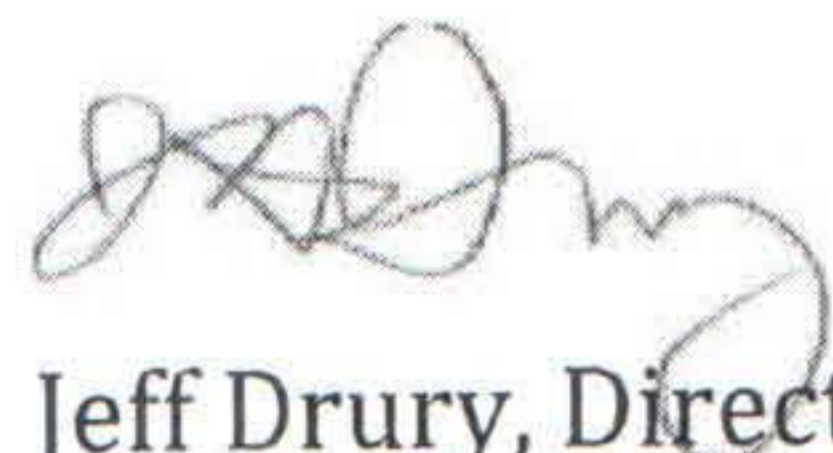
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In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	Webrevelation, Inc
Authorized Signature:	<i>Tim Short</i>
Print Name:	Tim Short
Title:	CEO
Date:	July 10, 2019
Address:	2319 Hall-Johnson Rd Suite F
City, State, Zip Code:	Colleyville, TX
Phone:	817-283-3324
Email Address:	tshort@webrevelation.com





**Regular Board Meeting**

**6.E.7.**

**Meeting Date:** August 21, 2019

**Title:** Contract renewal for 18/067MR JOC-IDIQ For Athletic Surfaces and 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:** Jeff Drury, Richard Vela, Jesus Amezcua

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

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 18/067MR for JOC-IDIQ for Athletic Surfaces and Related Items with the following vendors:** EMA Sports Solutions, LLC (#18/067MR-01); Floor Tex Commercial Flooring (#18/067MR-02); ICON Diversified, LLC (#18/067MR-03); Playgrounds Today, Inc. dba PTI Sports & Recreation Construction (#18/067MR-04), and Rubber Flooring Systems, Inc. (#18/067MR-05) for the period 10/17/2019 through 10/16/2020.

**Subject:**

Choice Partners; Contract Renewal; JOC-IDIQ for Athletic Surfaces and Related Items; Revenue Generating

**Rationale:**

The process enacted was Competitive Sealed Proposals (CSP). Six hundred-thirteen (613) invitations were extended for proposals. Six (6) responses were received and awarded. HCDE/Choice Partners contract no. 18/067MR was awarded for one (1) year from 10/17/2018 to 10/16/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 10/17/2019 to 10/16/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/067MR will be an administrative fee of zero point 75 percent (0.75%). This contract is governed by Texas Education Code 44.031 and Texas Government Code 2269.

**Fiscal Impact**

**Included in FY budget Y/N:** Y

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

**Attachments**

- EMA Sports Solutions
- Floor Tex
- ICON Diversified
- PTI Sports & Rec
- Rubber Flooring

July 10, 2019

**Subject: Contract Renewal for #18/067MR for JOC-IDIQ for Athletic Surfaces and Related Items for Harris 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 **October 16, 2019**. This contract has **three (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 **October 17, 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 <http://www.choicepartners.org/vendor-login.php> **July 19, 2019 at 2:00 p.m. central time.**

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 Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	EMA SPORT SOLUTIONS LLC
Authorized Signature:	JOHN MARIO MADRISAL <i>[Signature]</i>
Print Name:	JOHN MARIO MADRISAL
Title:	GENERAL MANAGER
Date:	07/22/19
Address:	5680 Hwy 6 Suite #176
City, State, Zip Code:	Missouri City, TX 77459
Phone:	832-259-7989
Email Address:	ema.spus@gmail.com



July 10, 2019

**Subject: Contract Renewal for #18/067MR for JOC-IDIQ for Athletic Surfaces and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

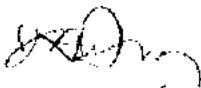
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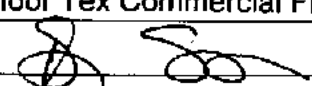
If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

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:	Floor Tex Commercial Flooring
Authorized Signature:	
Print Name:	Doris Springer
Title:	CEO
Date:	07/22/2019
Address:	18071 FM 1314 Rd.
City, State, Zip Code:	Conro, Texas 77302
Phone:	936-521-1600
Email Address:	dspringer@floortextflooring.com



July 10, 2019

**Subject: Contract Renewal for #18/067MR for JOC-IDIQ for Athletic Surfaces and Related Items for Harris 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 **October 16, 2019**. This contract has **three (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 **October 17, 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:	ICON Diversified, LLC
Authorized Signature:	
Print Name:	Julie Ingram
Title:	CEO
Date:	07/11/2019
Address:	1909 Woodland Hills Lane
City, State, Zip Code:	Weatherford, TX 76087
Phone:	817.913.2644
Email Address:	julie.ingram@icondiversified.com



July 10, 2019

**Subject: Contract Renewal for #18/067MR for JOC-IDIQ for Athletic Surfaces and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	PTI Sports & Recreation Constrction
Authorized Signature:	<i>Joanis Riebl</i>
Print Name:	Joanis Riebl
Title:	VP of Sales & Finance
Date:	07/11/2019
Address:	248 Woodsy Hollow
City, State, Zip Code:	Goodrich, TX 77335
Phone:	(936) 756-7529
Email Address:	joanis@ptiexperts.com



July 10, 2019

**Subject: Contract Renewal for #18/067MR for JOC-IDIQ for Athletic Surfaces and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

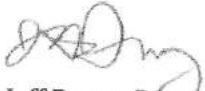
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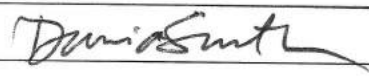
Sincerely,

  
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:	RUBBER FLOORING SYSTEMS, INC
Authorized Signature:	
Print Name:	DAVID SMITH
Title:	PRESIDENT
Date:	7/19/19
Address:	375 Columbia Memorial Parkway
City, State, Zip Code:	KEMAH, TX 77565
Phone:	281-334-6800
Email Address:	DAVID@TEAMRFS.COM



**Regular Board Meeting**

**6.E.8.**

**Meeting Date:** August 21, 2019

**Title:** Contract Renewal for 18/072KC for Industrial Equipment Rent, Lease or Purchase

**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:** Jeff Drury, Richard Vela, Jesus Amezcua

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

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 18/072KC for Industrial Equipment Rent, Lease or Purchase with the following vendors:** ASIET, Inc (#18/072KC-01); HVAC Mechanical Services of Texas, Ltd dba Hunton Services (#18/072KC-03); Lansdowne Moody Company, Inc. (#18/072KC-05), and United Rentals (North America), Inc. (#18/072KC-06) for the period 10/17/2019 through 10/16/2020.

**Subject:**

Choice Partners; Contract Renewal; Industrial Equipment Rent, Lease or Purchase; Revenue Generating

**Rationale:**

The process enacted was a Request for Proposal (RFP). Six hundred-ten (610) invitations were extended for proposals. Eleven (11) responses were received of which five (5) were non-awarded, and six (6) were awarded. HCDE/Choice Partners contract no. 18/072KC was awarded for one (1) year from 10/17/2018 to 10/16/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 10/17/2019 to 10/16/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/072KC will be an administrative fee of two percent (2%). 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**

- ASIET
- Hunton Services
- Lansdowne Moody
- United Rentals

**Form Review**

**Inbox**  
Choice Partners

**Reviewed By**  
Jeff Drury

**Date**  
07/29/2019 01:15 PM

July 10, 2019

**Subject: Contract Renewal for # 18 / 072 KC for Industrial Equipment Rent, Lease or Purchase for Harris 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 **October 16, 2019**. This contract has **three (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 **October 17, 2019**.

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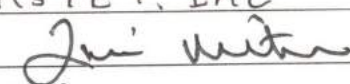
If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

Sincerely,

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

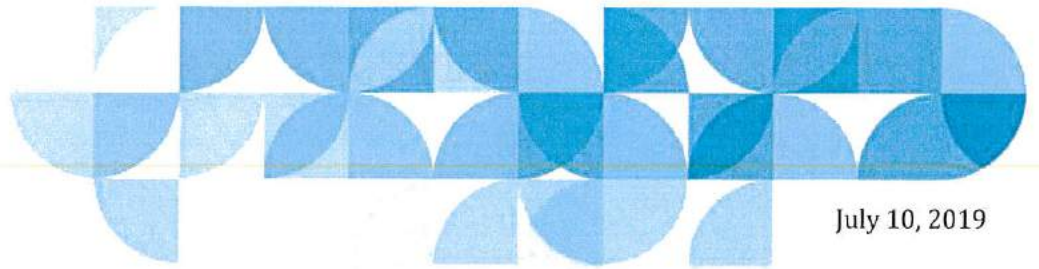
Jesus J. Amezcua, PhD., CPA, RTSBA  
Assistant Superintendent for Business Services  
Harris County Department of Education

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

Corporate Name:	AS I E T, Inc
Authorized Signature:	
Print Name:	Tim Mitchell
Title:	President
Date:	7/10/2019
Address:	2526 82nd St Ste G
City, State, Zip Code:	Lubbock, Tx 79423
Phone:	806-438-5598
Email Address:	Tim@justgoodcleanair.com







July 10, 2019

**Subject: Contract Renewal for # 18 / 0 7 2 K C for Industrial Equipment Rent, Lease or Purchase for Harris 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 **October 16, 2019**. This contract has **three (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 **October 17, 2019**.

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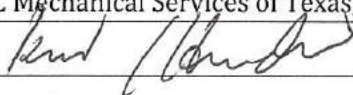
If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

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:	HVAC Mechanical Services of Texas, Ltd. DBA Hunton Services
Authorized Signature:	
Print Name:	Kris Hardin
Title:	Vice President of Sales
Date:	
Address:	5622 Luce St.
City, State, Zip Code:	Houston, TX 77087
Phone:	713-643-8336
Email Address:	khardin@huntinggroup.com



July 10, 2019

**Subject: Contract Renewal for # 18 / 072 KC for Industrial Equipment Rent, Lease or Purchase for Harris 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 **October 16, 2019**. This contract has **three (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 **October 17, 2019**.

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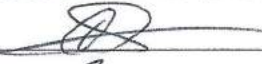
Sincerely,



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:	LANSDOWNE MOODY Co.
Authorized Signature:	
Print Name:	CHRIS STANLEY
Title:	GOVT SALES
Date:	7/18/19
Address:	8445 EAST FWY
City, State, Zip Code:	HOUSTON, TX 77029
Phone:	713 539 9918
Email Address:	CSTANLEY@CMTRACTOR.COM



July 10, 2019

**Subject: Contract Renewal for # 18 / 072 KC for Industrial Equipment Rent, Lease or Purchase for Harris 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 **October 16, 2019**. This contract has **three (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 **October 17, 2019**.

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**by July 19, 2019 at 2:00 p.m. central time.**

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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	United Rentals (North America), Inc.
Authorized Signature:	
Print Name:	Robert Caudle
Title:	Director, Government Accounts
Date:	7/17/19
Address:	100 First Stamford Place, Suite 700
City, State, Zip Code:	Stamford CT 06902
Phone:	877-874-4468
Email Address:	govrents@ur.com



**Regular Board Meeting**

**6.E.9.**

**Meeting Date:** August 21, 2019  
**Title:** Contract Renewal for 18/075KD for Custodial Supplies and Services  
**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:** Jeff Drury, Richard Vela, Jesus Amezcua **Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 18/075KD for Custodial Supplies and Services with the following vendors:** Ambassador Services, LLC (#18/075KD-01); Auto-Chlor Services, LLC (#18/075KD-02); Buckeye International, Inc. dba Buckeye Cleaning Center-Houston (#18/075KD-03); Butler Business Products, LLC (#18/075KD-04); Complete Supply, Inc. (#18/075KD-05); Ecolab, Inc. (#18/075KD-06); Western-BRW Paper Company, Inc. dba High Point (#18/075KD-07); Kleen Supply, Inc. (#18/075KD-08); MANS Distributors, Inc. (#18/075KD-09); McLemore Building Maintenance, Inc. (#18/075KD-10); Pasco Brokerage, Inc. (#18/075KD-11); Cordell Incorporated dba Ridley's Vacuum & Janitorial Supply (#18/075KD-12); Rio Paper & Supply, LLC (#18/075KD-13), and School Specialty, Inc. (#18/075KD-15) for the period 10/17/2019 through 10/16/2020.

**Subject:**

Choice Partners; Contract Renewal; Custodial Supplies and Services; Revenue Generating

**Rationale:**

The process enacted was a Request for Proposal (RFP). Seven hundred fifty-eight (758) invitations were extended for proposals. Twenty-three (23) responses were received of which four (4) were non-responsive, four (4) were non-awarded, and fifteen (15) were awarded. HCDE/Choice Partners contract no. 18/075KD was awarded for one (1) year from 10/17/2018 to 10/16/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 10/17/2019 to 10/16/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/075KD will be an administrative fee of two percent (2%). 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**

Ambassador Services  
Autochlor Svcs  
Buckeye Cleaning

Butler Business Products  
Complete Supply  
Ecolab  
BRW-HighPoint  
Kleen Supply  
MANS Distributors  
McLemore Building Maintenance  
Pasco Brokerage  
Ridley Vacuum  
Rio Paper Supply  
School Specialty

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### Form Review

**Inbox**

Choice Partners  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Cora Day  
Final Approval Date: 08/06/2019

**Reviewed By**

Jeff Drury  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 01:31 PM  
07/30/2019 02:08 PM  
07/30/2019 04:44 PM  
08/06/2019 03:34 PM  
Started On: 07/19/2019 12:10 PM



July 10, 2019

**Subject: Contract Renewal for # 18 / 075KD for Custodial Supplies and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@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:	Ambassador Services, LLC
Authorized Signature:	
Print Name:	Alex Melgar
Title:	CEO
Date:	7.19.2019
Address:	11710 N Freeway, Ste 200
City, State, Zip Code:	Houston, TX 77060
Phone:	281.727.0117
Email Address:	amelgar@ambassadorusa.com



July 10, 2019

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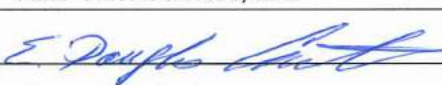


Jeff Drury, Director  
Choice Partners

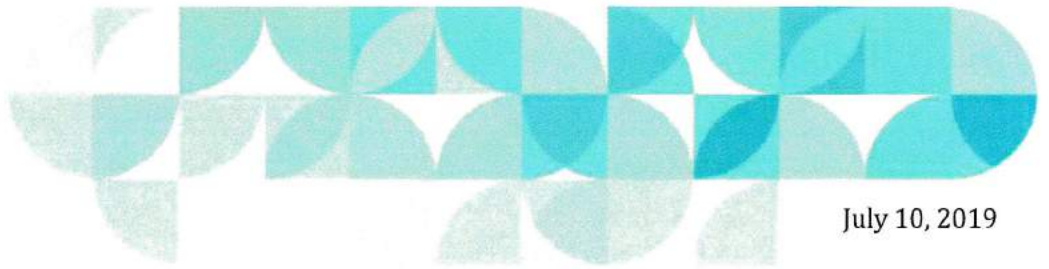
A division of Harris County Department of Education

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:	Auto-Chlor Services, LLC
Authorized Signature:	
Print Name:	E. Douglas Carlton
Title:	President & COO
Date:	July 15, 2019
Address:	500 Dakin St.
City, State, Zip Code:	Jefferson, LA 70121
Phone:	(504) 219-2170
Email Address:	doug.c@acs-llc.net





July 10, 2019

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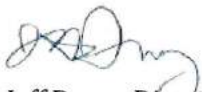
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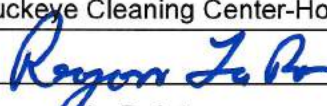
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Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	Buckeye Cleaning Center-Houston
Authorized Signature:	
Print Name:	Reagan LaPoint
Title:	President
Date:	7/16/19
Address:	16420 West Hardy Road Suite 150
City, State, Zip Code:	Houston, TX 77060
Phone:	281-873-4200
Email Address:	rlapoint@buckeyeinternational.com





July 10, 2019

**Subject: Contract Renewal for # 18 / 075KD for Custodial Supplies and Services for Harris Department of Education (HCDE)/Choice Partners Cooperative**

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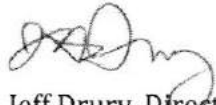
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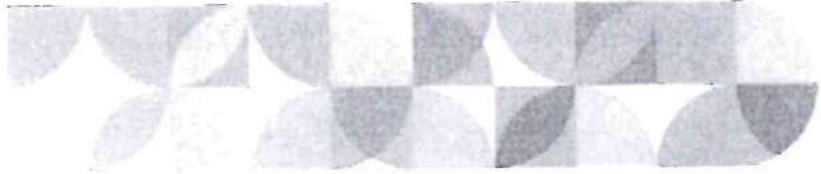
Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	Butter Business Products LLC
Authorized Signature:	Stacy Duke
Print Name:	Stacy Duke
Title:	President
Date:	7/18/2019
Address:	6942 Signat Dr.
City, State, Zip Code:	Houston, TX 77041
Phone:	713-401-2935
Email Address:	sduke@butterbusinessproducts.com





July 10, 2019

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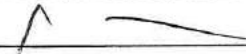
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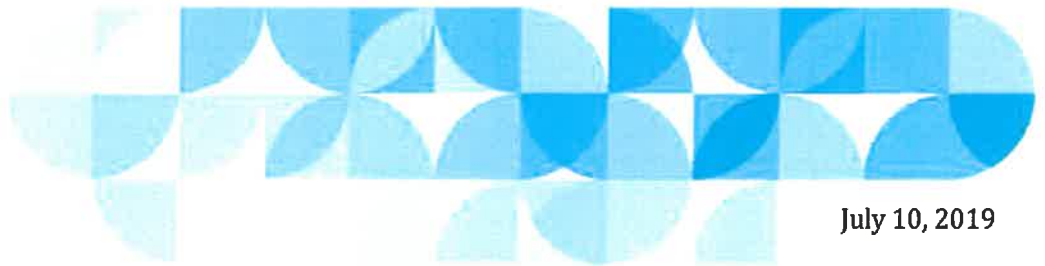
A division of Harris County Department of Education

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:	Complete Supply, Inc.
Authorized Signature:	
Print Name:	David Bahcall
Title:	Vice President
Date:	July 15, 2019
Address:	1624 W Crosby Rd #144,
City, State, Zip Code:	Carrollton, Tx 75006
Phone:	214-231-3631
Email Address:	bids@c-supply.com





July 10, 2019

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A division of Harris County Department of Education

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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:	7/12/2019
Address:	1 Ecolab Place
City, State, Zip Code:	St. Paul, MN 55102
Phone:	952-852-0958
Email Address:	gov.sales@ecolab.com



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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:	Western-BRW Paper Co., Inc. (High Point)
Authorized Signature:	<i>Scott Uzelman</i>
Print Name:	Scott Uzelman
Title:	EVP
Date:	7/10/19
Address:	10425 Okene 1/2 St. Ste #600
City, State, Zip Code:	Houston, TX 77041
Phone:	713-694-8300
Email Address:	scott@highpointss.com / bids@highpointss.com



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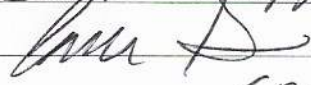
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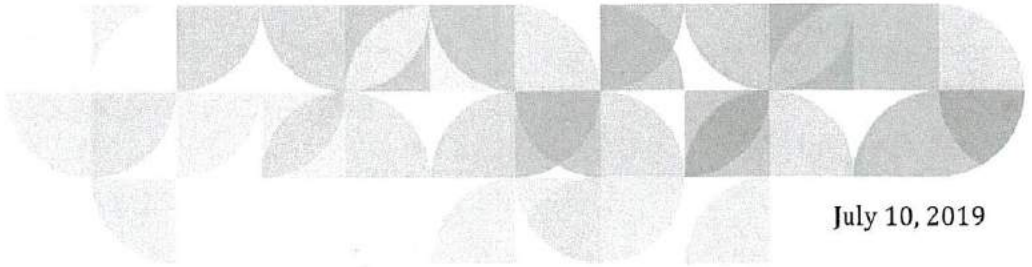
Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

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:	KLEEN Supply Co.
Authorized Signature:	
Print Name:	CARLOS PEÑA
Title:	OWNER
Date:	7/17/19
Address:	P.O. Box 2037
City, State, Zip Code:	GALVESTON, TX 77553
Phone:	409-762-0140
Email Address:	409-762-0340





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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:	M.A.N.S. DISTRIBUTORS, INC.
Authorized Signature:	
Print Name:	SADHNA PATEL
Title:	SALES COORDINATOR
Date:	07/22/19
Address:	3120 KELLWAY DR # 108
City, State, Zip Code:	CARROLLTON, TX 75006
Phone:	972-930-0330
Email Address:	Sadhna@mans.us



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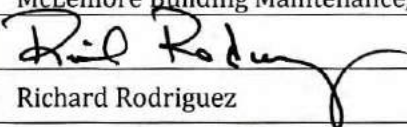
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Jesus J. Amezcua, PhD., CPA, RTSBA  
Assistant Superintendent for Business Services  
Harris County Department of Education

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

Corporate Name:	McLemore Building Maintenance, Inc.
Authorized Signature:	
Print Name:	Richard Rodriguez
Title:	President
Date:	07/12/2019
Address:	110 Fargo Street
City, State, Zip Code:	Houston, Texas 77006
Phone:	713-528-7775
Email Address:	rrodriguez@mbminc.com



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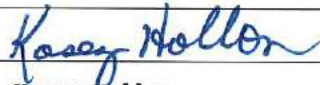
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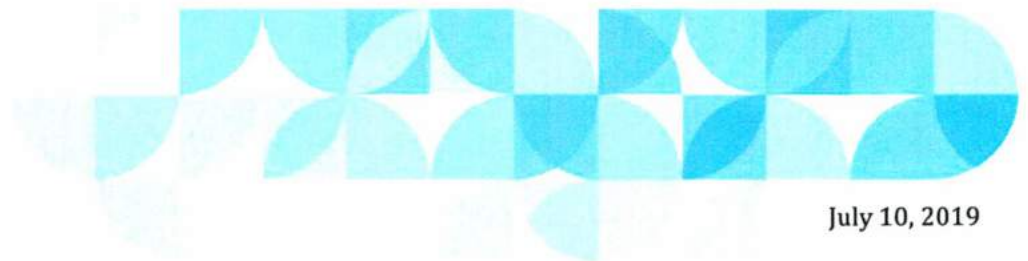
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Assistant Superintendent for Business Services  
Harris County Department of Education

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

Corporate Name:	Pasco Brokerage Inc.
Authorized Signature:	
Print Name:	Kasey Hollon
Title:	President
Date:	7-11-19
Address:	6465 Chase Oaks Blvd.
City, State, Zip Code:	Plano, TX 75023
Phone:	972-596-3350
Email Address:	khollon@pascoinc.net







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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:	Ridley's Vacuum & Janitorial Supply
Authorized Signature:	
Print Name:	Guy Cordell, Jr.
Title:	Vice President
Date:	July 17, 2019
Address:	3700 Reveille
City, State, Zip Code:	Houston, TX 77087
Phone:	(713) 649-4121
Email Address:	<a href="mailto:guy@ridleysonline.com">guy@ridleysonline.com</a>



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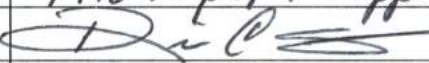
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Assistant Superintendent for Business Services  
Harris County Department of Education

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

Corporate Name:	<i>Rio Paper &amp; Supply, LLC</i>
Authorized Signature:	
Print Name:	<i>Rick Cantu</i>
Title:	<i>Vice President</i>
Date:	<i>7-17-19</i>
Address:	<i>1800 Mozelle St.</i>
City, State, Zip Code:	<i>Pharr, Tx 78577</i>
Phone:	<i>(956) 782-5111</i>
Email Address:	<i>rickcriopaper@yahoo.com</i>



July 10, 2019

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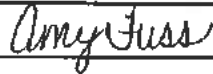
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Assistant Superintendent for Business Services  
Harris County Department of Education

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

Corporate Name:	School Specialty, Inc.
Authorized Signature:	
Print Name:	Amy Fuss
Title:	Assistant Secretary
Date:	7/15/19
Address:	W6316 Design Drive
City, State, Zip Code:	Greenville, WI 54942
Phone:	888-388-3224
Email Address:	<a href="mailto:bidnotices@schoolspecialty.com">bidnotices@schoolspecialty.com</a>



**Regular Board Meeting**

**6.E.10.**

**Meeting Date:** August 21, 2019  
**Title:** Contract Award for RFP #19/039TJ-08  
**Submitted For:** Jeff Drury, Choice Partners

**Submitted By:** Laura Sprehe  
**HCDE Goal(s):** 2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars

**Recommended Action:** Approve

**Additional Resource Personnel:** Jeff Drury, Richard Vela, Jesus Amezcua

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

**Information**

**Posted Agenda Item:**

**Contract award for job no. 19/039TJ for Food Equipment, Parts, Repair, Installation, Maintenance, Small Wares, and Related Items and Service with the following vendor:** ITW Food Equipment Group, LLC dba Hobart Service (#19/039TJ-08) for the period 08/21/2019 through 07/31/2020.

**Subject:**

Choice Partners: Contract Award; Food Equipment and Supplies: Revenue Generating

**Rationale:**

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Food Equipment, Parts, Repair, Installation, Maintenance, Small Wares, and Related Items and Service to HCDE/Choice Partners members.

Three hundred seventy-three (373) invitations were extended for proposals. Twenty-two (22) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 19/039TJ. All responses that met criteria and requirements of the RFP were evaluated and scored. One (1) vendor is recommended for award at this time after acceptance of contract terms and conditions by vendor and HCDE/Choice Partners. Eighteen (18) vendors were previously awarded at the July 17, 2019 HCDE Board Meeting.

HCDE/Choice Partners recommends award of a one (1) year contract from 08/21/2019 to 07/31/2020 to the vendor stated above in Posted Agenda Item. Contract no. 19/039TJ has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 19/039TJ will be an administrative fee of two percent (2%) on all sales made under this contract. 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**

**Form Review**

**Inbox**

Choice Partners  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Laura Sprehe  
Final Approval Date: 08/06/2019

**Reviewed By**

Jeff Drury  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 03:42 PM  
07/31/2019 11:17 AM  
07/31/2019 12:12 PM  
08/06/2019 03:41 PM  
Started On: 07/22/2019 09:59 AM



**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

Cherie Bowers	Sante Fe ISD
Amy Anderson/ Sandy Stamps	Angleton ISD
Whitney Johnson	Tomball ISD
Jennifer Douglas/ Ofelia Alvarado	Galveston ISD
Emily Lanighan	HCDE-Head Start

Job (Bid or RFP#) and Name:	19/039TJ	Food Equipment, Parts, Repair, Installation, Maintenance, Small Wares, and Related Items and Service
Board Meeting Date:	7/17/2019	
Date:	5/29/2019	

**Procurement Requirements Available:**

Check One

_____	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
_____	Over \$50,000 (per CH Local)
_____ <u>X</u>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached RFP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this RFP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers & Director)

**Justification:**

(Any information that pertains to this job (bid or RFP))

19/039TJ Food Equipment, Parts, Repair, Installation, Maintenance,  
Small Wares, and Related Items and Service

Choice Partners members will utilize this contract for Food Equipment, Parts, Repair, Installation, Maintenance,  
Small Wares, and Related Items and Service

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>373</u>	vendors
HCDE received	<u>22</u>	responses (see attached evaluation summary).

**Recommendation:**

HCDE is recommending with Choice Partners Cooperative for ITW Food Equipment Group, LLC dba Hobart Service. (18 Vendors previously awarded at July 17, 2019 Board Meeting)



**Harris County Department of Education  
Choice Partners  
Instructions to Recommendation Committee**

**[This form is used to document due diligence by Recommendation Committee]**

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**To:** Recommendation Committee

**From Choice Partners - Contract Manager:** Trisha Jensen

**Job (Bid or RFP) # and Name:** 19/039TJ  
Food Equipment, Parts, Repair, Installation, Maintenance, Small Wares, and Related Items and Service

**Board Meeting Date:** 7/17/2019

**Today's Date:** 5/29/2019

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]**

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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:

19/039TJ

Food Equipment, Parts, Repair, Installation, Maintenance, Small Wares, and Related Items and Service

Board Meeting Date:

7/17/2019

Date:

5/29/2019

**Procurement Requirements Available:**

Check One

Under \$2,500 (Requires Division Director and Asst Supt. Approval)

From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)

Over \$50,000 (per CH Local)

Cooperative Programs (Requires Board Approval)

X

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)**

Evaluation Criteria	Total Weighted Value	1st Choice Restaurant Equipment & Supply, LLC	American Vending Sales., Inc	Ace Mart Restaurant Supply Co	A-Tex Restaurant Supply
<b>Averages</b>					
(1) Price	40				
Overall Cost of Program					
Pricing as determined by the proposal submitted					
Pricing may also be based upon usage and coverage	40	35	32.6	36.8	29.6
(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					
Other projects completed within the past 10 years	20	19.6	12.6	19.8	9
(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	23.6	21	23.2	21
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0	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	4.8	4.6	5	4.4
(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	0
(7) Vendor's past relationship with HCDE/CP	5	4.2	4.8	5	0.8
(8) Marketing Plan	5	4.2	3.8	4.4	3.2
<b>Total</b>	<b>100</b>	<b>91.4</b>	<b>79.4</b>	<b>94.2</b>	<b>68</b>
Invitations sent to prospective bidders		373			
Contracts are in accordance with TEC 44.031					
It is recommended that the following awards of annual contracts:					
	<u>Contract</u>	<u>Vendor</u>			
	19/039TJ -01	1st Choice Restaurant Equipment & Supply, LLC			
	19/039TJ -02	American Vending Sales			
	19/039TJ -03	Ace Mart Restaurant Supply Co			
	<b>1</b>				
	<b>2</b>				
	<b>19</b>				
	<b>22</b>				

\* Eighteen (18) contracts were previously awarded at the July 17, 2019 HCDE Board Meeting. Hobart Service (ITW) is currently being recommended for award after agreed upon contract negotiations were made with HCDE/Choice Partners and Hobart Service (ITW).

Evaluation Criteria	Budget Restaurant Supply	Commercial Kitchen Parts & Service (Greenwich)	Coolers Inc.	Heritage Food Service Equipment	Hobart Service (ITW)	Innoseal Systems
<b>Averages</b>						
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage	34.4	36.4	34.8	31.8	24	39.2
(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 Other projects completed within the past 10 years	19.4	18.8	19.4	19	15	19.4
(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	24.6	24.2	23.6	24.2	21.6	22.8
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0	0	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	4.6	4	4.6	4.8	4	4.6
(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	0	0
(7) Vendor's past relationship with HCDE/CP	1	4.8	4	5	2.2	4.8
(8) Marketing Plan	3.8	3.2	3.8	2.8	3.2	4.6
<b>Total</b>	<b>87.8</b>	<b>91.4</b>	<b>90.2</b>	<b>87.6</b>	<b>70</b>	<b>95.4</b>
Evaluation committee for this RFP: Cherie Bowers Amy Anderson/ Sandy Stamps Whitney Johnson Jennifer Douglas/ Ofelia Alvarado Emily Lanighan	Invitations sent to 373 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts:					
	<u>Contract</u>	<u>Vendor</u>				
	19/039TJ -04	Budget Restaurant Supply Commercial Kitchen Parts & Service (Greenwich, Inc.)				
	19/039TJ -05					
	19/039TJ -06	Coolers Inc.				
	19/039TJ -07	Heritage Food Service Equipment				
	<b>19/039TJ -08</b>	<b>Hobart Service (ITW)</b>				
	19/039TJ -09	Innoseal Systems				
<b>Non-Responsive</b> <b>Non-Awarded</b> <b>Award Threshold of 70</b> <b>Total Responses</b>						
* Eighteen (18) contracts were previously awarded at the July 17, 2019 HCDE Board Meeting. Hobart Service (ITW) is currently being recommended for award after agreed upon contract negotiations were made with HCDE/Choice Partners and Hobart Service (ITW).						

ISI	Jean's Restaurant Supply (TARI INC)	Kitchen Resources, L.P.	Kommerical Kitchens (Terry Woodard Enterprises, Inc)	Liber Holdings LLC	PASCO BROKERA GE, INC.
<b>Evaluation Criteria Averages</b>					
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage	38.8	34.2	35	39	35.75
(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 Other projects completed within the past 10 years	19.2	17.4	10	19.75	17.25
(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	20.2	24.4	24	24.75	20.75
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0	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	4.8	4	4.75	4.75
(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	0
(7) Vendor's past relationship with HCDE/CP	5	5	0.75	5	3
(8) Marketing Plan	4.6	4.8	2.75	4.5	3.75
<b>Total</b>	<b>92.8</b>	<b>90.6</b>	<b>76.5</b>	<b>97.75</b>	<b>85.25</b>
Invitations sent to 373 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts:					
Cherie Bowers	Contract	Vendor			
Amy Anderson/ Sandy Stamps	19/039TJ -10	ISI Commercial Refrigeration LLC			
Whitney Johnson	19/039TJ -11	Jean's Restaurant Supply (TARI INC)			
Jennifer Douglas/ Ofelia Alvarado	19/039TJ -12	Kitchen Resources, L.P.			
Emily Lanighan	19/039TJ -13	Kommerical Kitchens (Terry Woodard Enterprises, Inc)			
<b>Non-Responsive</b>	19/039TJ -14	Liber Holdings LLC			
<b>Non-Awarded</b>	19/039TJ -15	Pasco Brokerage Inc.			
<b>Award Threshold of 70</b>					
<b>Total Responses</b>					

\* Eighteen (18) contracts were previously awarded at the July 17, 2019 HCDE Board Meeting. Hobart Service (ITW) is currently being recommended for award after agreed upon contract negotiations were made with HCDE/Choice Partners and Hobart Service (ITW).

Refrigeration Technologies LLC	School Food Service Innovations	Shepherd Food Equipment (Crazy Cousins, Inc.)	Sunny Sky Products	Texas Metal Equipment Company, Ltd.	The Edu-Source Corporation
<b>Evaluation Criteria Averages</b>					
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage	32.5	33	0	32.5	31.5
(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 Other projects completed within the past 10 years	15	11.25	0	7.5	18.25
(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	20	21.75	0	22.5	24.5
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0	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	3	3.5	0	4.5	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	0
(7) Vendor's past relationship with HCDE/CP	2.5	1.5	3.5	1.25	5
(8) Marketing Plan	2.75	4.5	3.25	1.25	5
<b>Total</b>	<b>75.75</b>	<b>71.25</b>	<b>0</b>	<b>69.5</b>	<b>89.25</b>
Evaluation committee for this RFP: Cherie Bowers Amy Anderson/ Sandy Stamps Whitney Johnson Jennifer Douglas/ Ofelia Alvarado Emily Lanighan	Invitations sent to 373 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts:  Vendor Contract 19/039TJ -16 Refrigeration Technologies, LLC 19/039TJ -17 School Food Service Innovations, LLC 19/039TJ -18 Shepherd Food Equipment (Crazy Cousins, Inc.) 19/039TJ -19 The Edu-Source Corporation				
<b>Non-Responsive</b>					
<b>Non-Awarded</b>					
<b>Award Threshold of 70</b>					
<b>Total Responses</b>					

\* Eighteen (18) contracts were previously awarded at the July 17, 2019 HCDE Board Meeting. Hobart Service (ITW) is currently being recommended for award after agreed upon contract negotiations were made with HCDE/Choice Partners and Hobart Service (ITW).

# Harris County Department of Education

## Participation Detail as of 6/14/2019 01:23:47 PM (CT)

### Bid Information

Bid Creator Trisha Jensen  
 Email tjensen@hcde-texas.org  
 Phone 713 (696) 0742  
 Fax

Bid Number 19/039TJ  
 Title Food Equipment, Parts, Repair, Installation, Maintenance, Small Wares, and Related Items and Service  
 Bid Type Request for Proposal  
 Issue Date 4/12/2019 12:00 AM (CT)  
 Close Date 5/20/2019 02:00:00 PM (CT)

### Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
1st Choice Restaurant Equipment & Supply, LLC	San Antonio, TX	04/12/2019	Submitted	05/20/2019	05/20/2019
23 THRU ME LLC (23 THRU ME)	Houston, TX	04/12/2019			
2Tier Wholesalers	Garland, TX	04/12/2019			
365 Paving & Construction LLC	Mission, TX	04/12/2019			
3WIRE GROUP INC	OSSEO, MN	04/12/2019			
A Better Resolutions, LLC	Houston, TX	04/12/2019			
A. Bargas & Associates, LLC	San Antonio, TX	05/09/2019			
A.F. Import & Wholesale Co.	Houston, TX	04/12/2019			
A.T. Kearney	Chicago, IL	04/12/2019			
AAA Painting	Houston, TX	04/12/2019			
Aaron Mechanical, LLC	Humble, TX		Viewed	05/06/2019	
Accent Food Services, LLC	Pflugerville, TX	04/12/2019			
Ace Mart Restaurant Supply Co	San Antonio, TX	04/12/2019	Submitted	05/16/2019	05/16/2019
Adele's Coaching and Consulting	Missouri City, TX	04/12/2019			
Advance Sales	Houston, TX	04/12/2019			
Advance Sales & Marketing	Dallas, TX	04/12/2019			
ADVANCE SALES & MARKETING, INC.	DALLAS, TX	04/12/2019			
Advantage office products	Houston, TX	04/12/2019			
Aleco (a div of ES Robbins)	Muscle Shoals, AL	04/12/2019			
Allied Signs	Houston, TX	04/12/2019			
Allpoints Food Service Parts & Supplies	Mt. Prospect, IL	04/12/2019			
Alonti Market Cafe and Catering (Pepi Corporation)	Houston, TX	04/12/2019	Viewed	04/12/2019	
Alpha Foods Co.	Waller, TX	04/12/2019			
Alpine Water Systems (Alpine Water Systems, LLC)	Las Vegas, NV	04/12/2019			
Alta One LLC	Fresno, CA	04/12/2019			
American Cook Systems (American Equipment Corporation)	Fort Wayne, IN	04/12/2019			
American Pride Paper and Plastic	Lakewood, NJ	04/12/2019			
American Specialty Advertising and Promotional Marketing LLC	Allen, TX	04/12/2019			
American Vending Sales, Inc	HOUSTON, TX	04/12/2019	Submitted	05/15/2019	05/15/2019
AmeriQual Group LLC	Evansville, IN	04/12/2019			
AMTEX Security Inc.	Corpus Christi, TX	04/12/2019			
ANTONIO'S PIZZA & MORE, INC.	DEER PARK, TX	04/12/2019			
Aogo Tech Services	Richmond, TX	04/12/2019			
Apfoodsales	plano, TX	04/12/2019			
APi System	Houston, TX	04/12/2019			
Armor Gear	Rosharon, TX	04/12/2019			
Armstrong Repair Center	Houston, TX	04/12/2019			
Armstrong Repair Center, Inc.	Bellaire, TX	04/12/2019	Viewed	04/18/2019	
ARTESIA SPRINGS LLC.,	San Antonio, TX	04/12/2019	Unsubmitted	04/25/2019	
A-Tex Restaurant Supply	San Angelo, TX	04/12/2019	Submitted	05/20/2019	05/20/2019
ATS GLOBAL	Houston, TX	04/12/2019			

Authentic Promotions.com	Carmichael, CA	04/12/2019			
AUTO-CHLOR SERVICES, LLC.	Jefferson, LA	04/12/2019	No Bid	04/12/2019	04/12/2019
Awesome Events (Oliver Meili)	houston, TX	04/12/2019			
AWWSOME STUFF (Anthony W. White)	Hutto, TX	04/12/2019			
B.A.S Inc	Katy, TX	04/12/2019			
BAAS Support Services, LLC	Corpus Christi, TX	04/12/2019			
Baker Distributing Company: Scientific Divison (Baker Scientific)	Jacksonville, FL	04/12/2019			
Baker Restoration	San Antonio, TX	04/12/2019			
BAXTER CLEANCARE (John M. Baxter Sales Co.)	Longview, TX	04/12/2019			
Beaded LP	Alvin, TX	04/12/2019			
Bearing Fruit Early Childhood Training	HOUSTON, TX	04/12/2019			
Ben E Keith Foods (Ben E Keith Company)	Fort Worth, TX	04/12/2019			
BenchMark Facility Solutions, LLC	Dallas, TX	04/12/2019			
Berk Enterprises	Warren, OH	04/12/2019			
BHS Foodservice Solutions, LLC	Amherst, NY	04/12/2019			
Bioplanet Corp	Katy, TX	04/12/2019			
BlueBonnet DSD Irving Inc.	Irving, TX	04/12/2019	Viewed	05/13/2019	
BMHR - Better Man HR LLC	SAN ANTONIO, TX	04/12/2019			
Boritex Inc	Arlington, TX	04/12/2019			
Brame Specialty Company Inc.	Durham, NC	04/12/2019			
BRAUN BEEF CO. INC	SAN ANTONIO, TX	04/12/2019			
BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	04/12/2019			
Brenham Wholesale Grocery Co.	Brenham, TX	04/12/2019			
Brentwood Marketing, LLC	Spring, TX	04/12/2019			
Bridge Point Integrated Services	Houston, TX	04/12/2019			
BRIGHTER FUTURE, INC.	Houston, TX	04/12/2019			
Brimstone Fire Safety Solutions & Cleaning Services	Selma, TX	04/12/2019			
Broaddus & Associates	Austin, TX		Viewed	05/16/2019	
Brooke's Learning Corner LLC.	houston, TX	04/12/2019			
Brothers Produce of Dallas Inc.	Garland, TX	04/12/2019			
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	Houston, TX	04/12/2019	Submitted	05/17/2019	05/17/2019
Burkett Business	Liberty Hill, TX	04/12/2019			
BWA Reps, Inc.	Mansfield, TX	04/12/2019	Viewed	04/12/2019	
Calfee Specialties (BLUE RIBBON PROMOTIONS LLC)	Conroe, TX	04/12/2019			
Calico Packaging, LLC	Laurel, MD	04/12/2019			
CAPITAL PLASTICS INT'L, INC.	STAFFORD, TX	04/12/2019			
CCP INDUSTRIES (The Tranzonic Companies)	Richmond Heights, OH	04/12/2019			
Cedisus, LLC	Evansville, IN	04/12/2019			
CELLULAR WHOLESALERS, INC	Medley, FL	04/12/2019			
Central Restaurant Products (Central Products, LLC)	Indianapolis, IN	04/12/2019			
Century Products LLC (Century LLC)	Greensboro, NC	04/12/2019			
Channel Fish Processing Company, Inc	Boston, MA	04/12/2019			
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	04/12/2019			
Chef B Services (Boycott Ranch Dressing, LLC)	The Woodlands, TX	04/12/2019			
Child Care Associates	FORT WORTH, TX	04/12/2019			
Chuckwagon Gourmet (Lucious R. Teer, Jr.)	Spring, TX	04/12/2019			
Cibus Brokerage	Addison, TX	04/12/2019	Viewed	05/09/2019	
CINPAK INC.	SAN ANTONIO, TX	04/12/2019			
CircleTerra (Diamond Light LLC)	Garland, TX	04/12/2019	Viewed	04/22/2019	
Clark Food Service Equipment (Clark Associates Inc)	Lancaster, PA		Viewed	04/24/2019	
Clinical Concepts! (The Entermedia Group, LLC)	Austin, TX	04/12/2019			
Coca-Cola Refreshments	Dallas, TX	04/12/2019			
CODE MANAGEMENT GROUP	LAKEWOOD, NJ	04/12/2019			
Coker Service of Houston, Inc	Humble, TX		Unsubmitted	04/18/2019	
College Products (College Products Inc.)	Bronson, IA	04/12/2019			
Comida Vida, Inc.	Fairmont, MN	04/12/2019			
Commercial Kitchen Parts & Service (Greenwich, Inc.)	San Antonio, TX	04/12/2019	Submitted	05/15/2019	05/15/2019

Constructconnect	cincinnati, GA		Viewed	04/16/2019	
CONSTRUCTIVE PLAYTHINGS (U.S. TOY COMPANY)	GRANDVIEW, MO		No Bid	05/09/2019	05/09/2019
Cool Bev. (Cool Beverages of Texas Inc.)	Houston, TX	04/12/2019			
CoolerKing Humidity Control Services of Houston	Houston, TX	04/12/2019			
Coolers Inc.	Houston, TX	04/12/2019	Submitted	05/20/2019	05/20/2019
Core Mechanical	Oak Ridge North, TX	04/12/2019	Unsubmitted	04/16/2019	
CORESTONE CONSTRUCTION SERVICES (RMB MANAGEMENT)	TOMBALL, TX		Viewed	04/29/2019	
Costco	Issaquah, WA	04/12/2019			
CRG Texas Environmental Services	Rosenberg, TX		Viewed	04/12/2019	
Crown Paper & Chemical (Conroe Paper & Chemical)	Conroe, TX	04/12/2019			
Culinary Depot (Chef's Depot)	Monsey, NY	04/12/2019			
D&W FINE PACK LLC	FOUNTAIN INN, SC	04/12/2019			
Darlington (Darlington Cookie Company)	Noblesville, IN	04/12/2019	Viewed	04/15/2019	
Davila Pharmacy Inc	San Antonio, TX	04/12/2019			
Dawn Food Products, Inc.	Houston, TX	04/12/2019			
Daxwell	HOUSTON, TX	04/12/2019	Viewed	04/23/2019	
Daymark Safety Systems	Bowling Green, OH	04/12/2019			
Delta Office products (Goosa Distributing Inc)	Dallas, TX	04/12/2019			
Dent Enterprises LLC	DeSoto, TX	04/12/2019	Viewed	04/12/2019	
Denver Equipment Co. of Charlotte	Charlotte, NC	04/12/2019			
Descon Signage Solutions (Young & Kenady Inc.)	Brownsburg, IN	04/12/2019			
Devin Distributing an Packaging	Palmhurst, TX	04/12/2019			
DL Stone Enterprises, LLC (Stone Enterprises)	Garden Ridge, TX	04/12/2019			
Domino's Pizza (MAC Pizza Management, Inc.)	College Station, TX	04/12/2019	Viewed	05/09/2019	
Dominos, LLC	Ann Arbor, MI	04/12/2019			
Don Lee Farms (Goodman Food Products, inc.)	Inglewood, CA	04/12/2019	Viewed	04/12/2019	
Double J Embroidery	Montgomery, TX	04/12/2019			
Douglas Equipment (Douglas Food Stores Inc)	Bluefield, WV	04/12/2019	Viewed	04/22/2019	
Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)	Plano, TX	04/12/2019			
Dr. Clean Ice Machines	Katy, TX	04/12/2019			
Dr. Mary E. White International, LLC	Houston, TX		No Bid	04/25/2019	04/25/2019
Dragon A/C & Heating Co.	New Waverly, TX	04/12/2019			
Dream Divaz (Toni Cormier)	Houston, TX	04/12/2019			
East Bay Restaurant Supply	oakland, CA	04/12/2019			
Echo Lake Foods	Burlington, WI	04/12/2019			
Ecolab Equipment Care (GCS Service, Inc.)	Chicago, IL	04/12/2019			
Ecolab Inc.	St Paul, MN	04/12/2019			
Edward Don & Company	The Colony, TX	04/12/2019	Viewed	05/09/2019	
Ekon-O-Pac	Gallatin, TN	04/12/2019			
El Campo Refrigeration & Restaurant Supply, Inc	El Campo, TX	04/12/2019			
Elite Coffee Cafe (Suite Developments LLC)	Houston, TX	04/12/2019			
Elite Water and Coffee	Ridgeland, MS	04/12/2019			
ELP Enterprises, Inc	Houston, TX	04/12/2019			
Encore Industrial Products, LLC	Houston, TX	04/12/2019			
ENTERPRISE AIR CONDITIONING & REFRIGERATION (MARYANN QUIROZ)	MERCEDES, TX	04/12/2019			
Entrust One Facility Services, Inc	Dallas, TX	04/12/2019			
Equipment Masters LLC	Haslet, TX	04/12/2019			
Executive Vending Services	Houston, TX	04/12/2019			
Fastenal Company	Winona, MN	04/12/2019			
Filta Environmental Kitchen Solutions (Tom Schwenke, inc.)	Magnolia, TX	04/12/2019	Viewed	05/14/2019	
Filterfresh Coffee	Westwood, ME	04/12/2019			
First Choice Foods	Fort Worth, TX	04/12/2019			
Floral Park Consulting LLC	Floral Park, NY		Viewed	04/15/2019	
FMSG (Facilities Management Services Group)	St. Louis, MO	04/12/2019			
Food Equipment Specialists	Houston, TX	04/12/2019			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	04/12/2019			
Fresh Baby LLC	Petoskey, MI	04/12/2019			
Fresh Brew Group (Fresh Brew Group USA LP)	Houston, TX	04/12/2019			
Frosty Treats (FTI Wholesale, Inc.)	Kansas City, MO	04/12/2019			
FSISW, LLC	Houston, TX	04/12/2019			
Full Filled Project Inc	Plano, TX	04/12/2019			



Fundraising Forever	Katy, TX	04/12/2019			
Gateway Printing & Office Supply, Inc.	San Antonio, TX	04/12/2019			
GDK Go Inc. DBA Dominos Pizza	Houston, TX	04/12/2019			
GE Appliances (General Electric Company)	Louisville, KY	04/12/2019			
Gill Supply (GILL LLC)	LAFAYETTE, LA	04/12/2019			
Glazier Foods Company	Houston, TX	04/12/2019			
Global Coffee Company	Houston, TX	04/12/2019			
Global Equipment Company Inc. (Global Industrial, Global Industrial Equipment)	Buford, GA	04/12/2019			
Global Resources (Global Intl Resources Inc)	Houston, TX	04/12/2019			
Globe Electric Supply (Globe Electric Supply, Inc.)	Houston, TX	04/12/2019			
Globe Office Products	Houston, TX	04/12/2019			
GMP Media Group	Atlanta, GA	04/12/2019			
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	04/12/2019			
Gordon Food Service, Inc.	Grand Rapids, MI	04/12/2019			
Grace Academy Learning Center (Healing the Family, Inc.)	Houston, TX	04/12/2019			
Grady's Restaurant & Bar Supply (Pueblo Hotel Supply)	Pueblo, CO	04/12/2019			
Great Western Dining Service, Inc.	Tipton, MO	04/12/2019			
Gringo's Mexican Kitchen #4 (Little Gringo's Kitchen, Inc.)	Spring, TX	04/12/2019			
Gulf Coast Paper Co Inc	Clute, TX	04/12/2019			
HAH INC	Houston, TX	04/12/2019			
Hapi Drinks, LLC	Austin, TX	04/12/2019			
Harris School Solution	Niagra Falls, NY	04/12/2019			
Harvest Hill.	Stamford, CT	04/12/2019	Viewed	04/22/2019	
Hawaiian Fruit Freeze (Howie Tropical Flurry Drink, Inc.)	Pflugerville, TX	04/12/2019	Viewed	04/29/2019	
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	04/12/2019			
Head to Heels Safety Supplies (Agni Enterprises, LLC)	Miami, FL	04/12/2019			
Healthy Lunch Box	Houston, TX	04/12/2019			
Heart Nation Inc	Humble, TX	04/12/2019			
HERITAGE FOOD SERVICE EQUIPMENT INC	FORT WAYNE, IN	04/12/2019	Submitted	05/14/2019	05/14/2019
Hickory Hollow Restaurant (Bayou BBQ Inc.)	houston, TX	04/12/2019			
HIGH LINER FOODS	Portsmouth, NH	04/12/2019			
Hiland Dairy Foods Company	Dallas, TX	04/12/2019			
Hobart Service (ITW)	Troy, OH	04/12/2019	Submitted	05/20/2019	05/20/2019
Hometown Vending Services, Inc.	Magnolia, TX	04/12/2019			
Horizon Software International	Duluth, GA	04/12/2019			
Horizon Software International, LLC	Duluth, GA	04/12/2019			
Horns Crew Trucking (Alvin Horn)	Longview, TX	04/12/2019			
Houston Avocado	Houston, TX	04/12/2019			
Houston Laser & Chemical Supply Inc	CYPRESS, TX	04/12/2019			
Houston Urban Debate League	Houston, TX	04/12/2019			
Hungry's Cafe & Bistro	Houston, TX	04/12/2019			
HydroClean	Houston, TX	04/12/2019			
Ice Cream Specialties (Z.I. Rose Inc.)	Bedford, OH	04/12/2019			
illumiPure Corp.	Houston, TX	04/12/2019			
Imprezos Pro Uniforms LLC	Pharr, TX	04/12/2019			
Innoseal Systems	Charlotte, NC	04/12/2019	Submitted	04/22/2019	04/22/2019
Interboro Packaging Corporation	Montgomery, NY	04/12/2019	Viewed	04/12/2019	
Interflex Inc	West Reading, PA	04/12/2019			
InTouch POS by ASSAL Corp (ASSAL Corporation)	Walnut Creek, CA	04/12/2019	Viewed	04/26/2019	
ISI COMMERCIAL REFRIGERATION, INC	Lewisville, TX	04/12/2019	Submitted	05/20/2019	05/20/2019
J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)	Orrville, OH	04/12/2019			
Jaguar Fueling Services	Cleveland, TX	04/12/2019	Viewed	05/06/2019	
Jake's Finer Foods	Houston, TX	04/12/2019			
James Coney Island	Houston, TX	04/12/2019			
JDR Supply	Houston, TX	04/12/2019			
Jean's Restaurant Supply (TARI INC)	Corpus Christi, TX	04/12/2019	Submitted	05/20/2019	05/20/2019
Jenny Service (Performance Food Group)	Sparks, NV	04/12/2019			

JES Restaurant Equipment	Greenwood, SC	04/12/2019			
Jones-Neitzel Co	Dallas, TX	04/12/2019			
Jonny Pops, LLC	St. Louis Park, MN	04/12/2019			
jp ice cream (ja-en enterprises)	Pharr, TX	04/12/2019			
JTM Food Group (J.T.M. Provision's Company, Inc)	Harrison, OH	04/12/2019			
kaizen Renewable Energy (kaizen Endeavors, Inc.)	Dallas, TX	04/12/2019			
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	04/12/2019			
KD Acquisition I, LLC dba Kings Delight (Kings Delight)	Gainesville, GA	04/12/2019			
Kendrick Skipper dba Chick-fil-A at Magnolia	Magnolia, TX	04/12/2019			
Kent Precision Foods Group	St. Louis, MO	04/12/2019	Viewed	04/22/2019	
kesco supply,inc	bryan, TX	04/12/2019			
KEYIMPACT SALES & SYSTEMS	AUSTIN, TX	04/12/2019	Viewed	04/12/2019	
KeyImpact Sales & Systems, Inc.	Pasadena, TX	04/12/2019			
Kings Delight	Gainesville, GA	04/12/2019			
Kitchen Resources, L.P.	Harlingen, TX	04/12/2019	Submitted	05/20/2019	05/20/2019
Kleen Supply Co	Galveston, TX	04/12/2019			
Klement Ice Cream Vendors (Karl Klement Properties, Inc.)	Decatur, TX	04/12/2019			
Kommerical Kitchens (Terry Woodard Enterprises, Inc)	Rose City, TX	04/12/2019	Submitted	05/16/2019	05/16/2019
KSB FOOD DISTRIBUTION, INC	HOUSTON, TX	04/12/2019			
Kyd Leap of Faith	Houston, TX	04/12/2019			
L G SUPPLIES	Beaumont, TX	04/12/2019			
LA COSTENITA DISTRIBUTOR INC (Azteca Tax and Bookkeeping)	AUSTIN, TX	04/12/2019	Viewed	05/03/2019	
Labatt Food Service	San Antonio, TX	04/12/2019			
LABSOURCE INC	NORTHLAKE, IL	04/12/2019			
Lakeland Marketing	Spring, TX	04/12/2019	Viewed	04/12/2019	
Lange Distributing Company Incorporated	Bryan, TX	04/12/2019	Viewed	05/09/2019	
Launch Point CDC, Inc.	Houston, TX	04/12/2019			
Lazo Food Brokerage (Vanessa Lazo)	Houston, TX	04/12/2019	Viewed	04/29/2019	
Learn, Play and Discover Academy	Crosby, TX	04/12/2019			
LED Partners	Houston, TX	04/12/2019	Viewed	05/16/2019	
LEE ENTERPRISES (LEE EQUIPMENT CO.)	HALLANDALE BEACH, FL	04/12/2019			
Leland's Merchandise and Office Supplies	beaumont, TX	04/12/2019			
Liber Holdings LLC	EI Paso, TX	04/12/2019	Submitted	05/20/2019	05/20/2019
Liberty Office Products (Liberty Data Products, Inc)	Houston, TX	04/12/2019			
Lighthouse Groups LLC	Saint Louis, MO	04/12/2019			
Lighthouse Louisiana (Lighthouse for the Blind, New Orleans)	New Orleans, LA	04/12/2019			
Little Johns Refrigeration	katy, TX	04/12/2019			
Little Ones Daycare	Pasadena, TX	04/12/2019			
LMS Commercial Services (LMS Restoration)	Paris, TX	04/12/2019			
Lone Star Coffee LLC	Houston, TX	04/12/2019			
LOPEZ SCHOOL BUS UPHOLSTERY	HOUSTON, TX	04/12/2019	Viewed	04/20/2019	
Lott Marketing	Houston, TX	04/12/2019			
Lowes Companies Inc	Mooresville, NC	04/12/2019			
LUNAS MEXICAN RESTAURANT (LUNAS MEXICAN RESTAURANT TX CITY)	BAYTOWN, TX	04/12/2019			
MANS DISTRIBUTORS, INC.	Carrollton, TX	04/12/2019	Viewed	04/22/2019	
Master Supply Source, Inc. (Master Cleaning Supply, Inc.)	Dallas, TX	04/12/2019			
Masters Distribution (The Masters Distribution Systems Company, Inc.)	Arlington, TX	04/12/2019			
Matera Paper Co., Inc	San Antonio, TX	04/12/2019			
MAVICH	Southlake, TX	04/12/2019			
Mayfield Paper Co	San Angelo, TX	04/12/2019			
McKenna Contracting, Inc	Spring, TX	04/12/2019	No Bid	04/25/2019	04/25/2019
McLane Global	Houston, TX	04/12/2019			
Mcliff Vending & Office Coffee Service (Mcliff Partner, LTD)	Austin, TX	04/12/2019			
Meredith Digital	SANTA ANA, CA	04/12/2019			
mezban (lazaeza)	houston, TX	04/12/2019			

Millunzi & Associates	The Woodlands, TX	04/12/2019			
Misson Restaurant Supply	San Antonio, TX	04/12/2019	Viewed	04/12/2019	
Mobile Munchies, Inc (Mobile Munchies, Inc.)	Houston, TX	04/12/2019			
Monocoque Diversified Interest	Austin, TX	04/12/2019			
Montgomer Bakery	Plano, TX	04/12/2019			
morrissette paper co	Browns Summit, NC	04/12/2019			
MyECOPlanet, LLC	Houston, TX	04/12/2019			
Nasare Enterprises,LLC.	Houston, TX	04/12/2019			
Nasco (Nasco Education LLC)	Fort Atkinson, WI	04/12/2019			
National Food Group, Inc	Novi, MI	04/12/2019			
National Restaurant Supply	El Paso, TX	04/12/2019			
Nicho Produce Co., Inc.	Edinburg, TX	04/12/2019			
North Oakland Commodities Inc.	Grand Blanc, MI	04/12/2019			
North Star Imports	Burnsville, MN	04/12/2019			
Northbourne Food Suppliers	Houston, TX	04/12/2019			
notables	Brooklyn Center, MN	04/12/2019	Viewed	05/09/2019	
Ozzy's maintenance	Channelview, TX	04/12/2019			
PAFER Investment Corp	Simi Valley, CA	04/12/2019			
Papa John's (GFPM LLC)	Houston, TX	04/12/2019			
PAPA JOHN'S PIZZA (ZKS VENTURES INC)	PASADENA, TX	04/12/2019			
Parts Town	Addison, IL	04/12/2019	Unsubmitted	05/20/2019	
PASCO BROKERAGE, INC.	PLANO, TX	04/12/2019	Submitted	05/20/2019	05/20/2019
Patterson Medical Supply Inc.	Warrenville, IL	04/12/2019			
Payton's Blend (Payton's Blend LLC)	Houston, TX	04/12/2019			
PCS Revenue Control Systems, Inc.	Englewood Cliffs, NJ	04/12/2019			
PepsiCo	Houston, TX	04/12/2019			
Perfect Parfait Holdings LLC	Plano, TX	04/12/2019			
Performance Safety Group I, LP	St. Louis, MO	04/12/2019	Viewed	05/09/2019	
PFG Victoria (Vistar Corporation)	Cenninnet, CO	04/12/2019			
PHD Resources & Taxes	Houston, TX	04/12/2019			
Plascon Food Solutions	Traverse City, MI	04/12/2019			
Polar King International, Inc.	Fort Wayne, IN	04/12/2019			
Pollock	Grand Prairie, TX	04/12/2019			
Portland Foods	Bristol, CT	04/12/2019			
Preferred Foodservice Design Supply Inc	Houston, TX	04/12/2019			
Preferred Packaging Sales & Service (Sycamore Sales Inc.)	Norcross, GA	04/12/2019			
Premier Wireless	Stafford, TX		Unsubmitted	04/26/2019	
Preschool Express Learning Academy	Humble, TX	04/12/2019			
Presidential Staffing Solutions	San Antonio, TX	04/12/2019			
Prime Central Store (Waretrack, Inc.)	HOUSTON, TX	04/12/2019	Viewed	04/12/2019	
Prime Vendor Inc.	Wilmington, NC		Viewed	04/15/2019	
PrimerEdge (Cybersoft Technologies, Inc.)	Houston, TX	04/12/2019	Viewed	04/15/2019	
Pro Beverage Solutions, LLC	Austin, TX	04/12/2019			
Productive Ventures	Spring, TX	04/12/2019			
Providence Office Products LLC	Conroe, TX	04/12/2019			
Pueblo Hotel Supply, Inc	Pueblo, CO	04/12/2019	Viewed	05/09/2019	
Quiznos (Rangel-MRM LLC)	Houston, TX	04/12/2019			
Rain Ponchos Plus, LLC	Keller, TX	04/12/2019			
Ramos & Harrison	Corpus Christi, TX	04/12/2019			
Rapids Wholesale (Dascoa)	Marion, IA	04/12/2019	Unsubmitted	04/22/2019	
RDFresh Texas (Anthony W. White)	Hutto, TX	04/12/2019			
Red Gold, LLC (Calfed Financial Corporation)	Orestes, IN	04/12/2019			
refresh LLC	beaumont, TX	04/12/2019			
Refrigeration Gaskets of Texas	Houston, TX	04/12/2019			
Refrigeration Technologies, LLC	Pottstown, PA		Submitted	05/06/2019	05/06/2019
RegeniSource (RegeniSource LLC)	San Antonio, TX		Viewed	04/28/2019	
Reliant Business Products, Inc.	Houston, TX	04/12/2019	No Bid	04/25/2019	04/25/2019
Revolution Foods, Inc.	Oakland, CA	04/12/2019			
REXCO FOODS LLC	The Woodlands, TX	04/12/2019			
RFx Analyst, Inc.	Dover, DE	04/12/2019			
Rich Products Corporation	Buffalo, NY	04/12/2019			
Ridley's Vacuum & Janitorial Supply (Cordell Inc)	Houston, TX	04/12/2019	Viewed	05/07/2019	
Rio Paper & Supply LLC	Pharr, TX	04/12/2019			
Rising Star Academy	Houston, TX	04/12/2019			
Rob Pelletier Construction, Inc	Houston, TX		No Bid	05/16/2019	05/16/2019
Rockit Consulting llc	Houston, TX		Viewed	04/18/2019	

Ron Koska Enterprises (Institutional Sales Associates)	Houston, TX	04/12/2019			
Rose & Shore	Vernon, CA	04/12/2019			
ROYAL PLUMBING (TEORIN, INC)	PORTLAND, TX		Viewed	05/08/2019	
RUFFINO MEATS & FOOD SERVICE (READFIELD MEATS INC.)	BRYAN, TX	04/12/2019			
Safeway Supply, Inc.	San Antonio, TX	04/12/2019	Viewed	04/22/2019	
Sam's Limousine and Transportation (Grand Transportation)	Houston, TX		No Bid	04/24/2019	04/24/2019
San Antonio Industrial Supply	San Antonio, TX	04/12/2019			
San Antonio Lighthouse for the Blind	San Antonio, TX	04/12/2019			
Sanitech	Lakeland, FL	04/12/2019			
SANITECH CORPORATION	Lorton, VA	04/12/2019			
School Choices	Spring, TX	04/12/2019			
School Food Service Innovations	Jourdanton, TX	04/12/2019	Submitted	05/17/2019	05/17/2019
SensoScientific, Inc.	simi valley, CA	04/12/2019			
SFSPac Food Safety & Sanitation Program (PortionPac Chemical Corporation)	Chicago, IL	04/12/2019	Viewed	04/29/2019	
Shepherd Food Equipment (Crazy Cousins, Inc.)	Dallas, TX	04/12/2019	Submitted	04/16/2019	04/16/2019
SI Medical Supply	Irving, TX		Viewed	05/08/2019	
Smart Choice Vending (SKE Enterprises)	League City, TX	04/12/2019			
Smart Mouth Foods (Bull's Eye Brands, Inc.)	Atlanta, GA	04/12/2019			
SmartSense by Digi International	Minnnetonka, MN	04/12/2019	Viewed	04/12/2019	
SnacKit (William Cole Distribution)	Spring, TX	04/12/2019			
Sodexo Services of Texas Limited Partnership	Gaithersburg, MD	04/12/2019			
SOUTHERN ICE EQUIPMENT DISTRIBUTORS	LAFAYETTE, LA	04/12/2019			
Southwest Foodservice Excellence	Scottsdale, AZ	04/12/2019			
Southwest School & Office Supply (S.W. School Supply Inc)	Ontario, CA	04/12/2019			
Sparkletts (DS Waters) (DS WATERS OF AMERICA, INC.)	ATLANTA, GA	04/12/2019			
Spectrum Paper Co., Inc.	El Paso, TX	04/12/2019			
Spur Employment, Inc.	HUNTSVILLE, AL	04/12/2019	Viewed	04/12/2019	
Stafford-Smith, Inc.	Farmers Branch, TX	04/12/2019			
STAR POLY BAG INC	brooklyn, NY	04/12/2019			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	04/12/2019			
Steril-Sil Company, LLC	Bowmansville, PA	04/12/2019			
SUNNY SKY PRODUCTS (SUNNY SKY PRODUCTS, LLC)	Houston, TX	04/12/2019	Submitted	05/09/2019	05/09/2019
SunOpta Foods, Inc.	Edina, MN	04/12/2019			
Supreme Supply (Supreme Bar Supplies LLC)	Houston, TX	04/12/2019			
Susan Harautuneian	fresno, CA	04/12/2019			
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)	Houston, TX	04/12/2019			
Synergy-Enterprises	Addison, TX		Viewed	05/14/2019	
Sysco Houston, Inc.	Houston, TX	04/12/2019			
Temporary Kitchens 123	Marina Del Rey, CA	04/12/2019			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	04/12/2019			
Texas Blue Springs Distributors LLLP	Tomball, TX	04/12/2019			
Texas Food Service Equipment Supply	Houston, TX	04/12/2019			
Texas Metal Equipment Company, Ltd.	Houston, TX	04/12/2019	Submitted	05/20/2019	05/20/2019
Texas Storage Systems	Houston, TX	04/12/2019			
The Brandt Companies, LLC	Carrollton, TX		Viewed	04/17/2019	
The Core Group	Chino, CA	04/12/2019			
The Daily Java (Java Enterprises Inc.)	Dallas, TX	04/12/2019			
The Edu-Source Corporation	San Antonio, TX		Submitted	05/20/2019	05/20/2019
The French Corner (Haddad Interests Inc)	Houston, TX	04/12/2019	Viewed	04/22/2019	
The Heart of God Restoration Ministry	Houston, TX	04/12/2019			
The Hubert Company (The Hubert Comany LLC)	Harrison, OH	04/12/2019	Viewed	05/09/2019	
The Lysander Element	Huntsville, TX	04/12/2019			
The Mariachi Connection, Inc.	San Antonio, TX		No Bid	04/12/2019	04/22/2019
The Ombudsmen Group	Cibolo, TX	04/12/2019			
The Plantation Catering (Lunches, Inc.)	Houston, TX	04/12/2019			
The Safe + Fair Food Company	Chicago, IL	04/12/2019			
The School Group	cypress, TX	04/12/2019			

TMB Screen Printing	Houston, TX	04/12/2019			
TMB Screen Printing & Embroidery Spring	Spring, TX	04/12/2019			
Tommy's Mesquite Kitchen (G.I.A.M Enterprises Inc.)	Houston, TX	04/12/2019			
tools for schools (good source solutions)	carlsbad, CA	04/12/2019			
Trident Beverage	Houston, TX	04/12/2019	No Bid	04/29/2019	04/29/2019
Trident Marketing	Katy, TX	04/12/2019			
Trio Electric, LLC	Houston, TX		Viewed	05/02/2019	
Triple S (Standardized Sanitation Systems, Inc.)	Billerica, MA	04/12/2019			
TriStar Packaging Inc	humble, TX	05/09/2019			
Tropical Flurry LLC (IAF Beverage LLC)	Dallas, TX	04/12/2019			
Truitt Family Foods	Salem, OR	04/12/2019			
TYLER UNIFORM, INC	TYLER, TX	04/12/2019			
U.S. Coating Specialties & Supplies	Jackson, MS	04/12/2019			
UBAM Educational Services (Educational Development Corporation)	Tulsa, OK		No Bid	05/02/2019	05/02/2019
UNBEATABLE SALE INC	LAKEWOOD, NJ	04/12/2019			
Unified Management Group, LLC	Denver, CO	04/12/2019			
Uninex International (Unicorp)	Commerce, CA	04/12/2019			
Unipak	Brooklyn, NY	04/12/2019	No Bid	04/12/2019	04/12/2019
Utturn Concepts Inc	Houston, TX	04/12/2019			
Veracruz Seafood & Steak Restaurant (Tree-Vino Corporation)	Houston, TX	04/12/2019			
Veritiv (formerly Unisource) (Veritiv Operating Company)	Dallas, TX	04/12/2019			
VERNAS VENTURES LLC	GARLAND, TX	04/12/2019			
Verticle Culinary Solutions	ARLINGTON, TX	04/12/2019			
VIP Systems, Inc.	Houston, TX		No Bid	05/02/2019	05/02/2019
Visual Arts Productions	Houston, TX	04/12/2019			
VMP Nutrition, LLC	Fort Worth, TX	04/12/2019			
Vortex Colorado	Irvine, CA		Viewed	04/17/2019	
Wallace Packaging, LLC	Tucson, AZ	04/12/2019	Viewed	04/19/2019	
Werk U Out training	alvin, TX	04/12/2019			
Werner Refrigeration (Werner Refrigeration, LLC)	Conroe, TX	04/12/2019			
Whaley Foodservice LLC	Lexington, SC	04/12/2019			
wholesale Restaurant Supply	Houston, TX	04/12/2019	Viewed	05/09/2019	
Winport Furniture (Winport Group LLC)	Houston, TX		Viewed	05/09/2019	
Wood Alternator and Starter Service (Homer J. Wood)	Houston, TX		No Bid	05/06/2019	05/18/2019
WOW PLASTICS, INC	RICHMOND, TX	04/12/2019			
xpedx (xpedx, a division of International Paper Company, a New York corporation)	Houston, TX	04/12/2019			

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## External Invitations

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### Participant Detail

#### 1st Choice Restaurant Equipment & Supply, LLC

Address 15018 Tradesman Dr Participation Type: Active Supplier  
San Antonio, TX 78249

Classifications TAS (Primary)

Invitation Date 04/12/2019

Invitation Type Automatic

Invitation Email(s) chantae@1stchoicecompanies.com seth@1stchoicecompanies.com annette@1stchoiceres.com

Response Date 05/20/2019

Response Status Submitted

Status Date 05/20/2019

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**From:** Jeff Perry <[Jeff.Perry@hobartservice.com](mailto:Jeff.Perry@hobartservice.com)>  
**Sent:** Tuesday, July 16, 2019 7:59 PM  
**To:** Jeffrey Drury <[jdrury@hcde-texas.org](mailto:jdrury@hcde-texas.org)>  
**Cc:** Trisha Jensen <[tjensen@hcde-texas.org](mailto:tjensen@hcde-texas.org)>; Legal Reviews <[LegalReviews@hobartservice.com](mailto:LegalReviews@hobartservice.com)>  
**Subject:** RE: Choice Partners Reply to Exceptions taken by Hobart Services - CP contract # 19-039TJ

Hello Jeff,

It was good to speak with you today. Thanks to you and Trisha again through this process.

With the learnings through this RFP, I am sure upcoming years will go smoothly from here on out.

Please find the attached CP comments that you sent in your previous email. We ACCEPT the exceptions in this document.

Please also find a copy of the original edits that Hobart Service submitted to the terms and conditions for your reference.

Please let me know if you need anything else from me. We are excited about the upcoming vote tomorrow. Thanks again!

Kind Regards,

**Jeff Perry** | Branch Manager – Houston Area  
M: 713.906.3777 | O: 713.661.0505 ext. 2224

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**From:** Jeff Perry <[Jeff.Perry@hobartservice.com](mailto:Jeff.Perry@hobartservice.com)>  
**Sent:** Monday, July 8, 2019 3:32 PM  
**To:** Legal Reviews <[LegalReviews@hobartservice.com](mailto:LegalReviews@hobartservice.com)>; Jeffrey Drury <[jdrury@hcde-texas.org](mailto:jdrury@hcde-texas.org)>  
**Cc:** Trisha Jensen <[tjensen@hcde-texas.org](mailto:tjensen@hcde-texas.org)>  
**Subject:** Fwd: Choice Partners Reply to Exceptions taken by Hobart Services - CP contract # 19-039TJ

Hello Jeff,

Thank you for working with us on this. I have added or Legal Reviews department to the email string.

Matt,

Please review the comments made by Choice Partners in the attached document and let us know if they are accepted so we can proceed.

Kind Regards,

Jeff Perry | Branch Manager – Houston Area  
M: 713.906.3777 | O: 713.661.0505 ext. 2224

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**From:** Jeffrey Drury <[jdrury@hcde-texas.org](mailto:jdrury@hcde-texas.org)>  
**Sent:** Monday, July 8, 2019 12:36 PM  
**To:** Jeff Perry  
**Cc:** Trisha Jensen  
**Subject:** Choice Partners Reply to Exceptions taken by Hobart Services - CP contract # 19-039TJ

[EXTERNAL]

Jeff:

Please see attached letter for Choice Partners/HCDE comments regarding the exceptions taken by Hobart on our contract # 19-039TJ.

Please let me know that these comments are fine and we can proceed. The contract is set to go to our Board for approval on July 17<sup>th</sup> for approval. The Hobart approval is being held up pending a reply from your company.

Please advise ASAP.

**Thank you,**

**Jeff Drury - Director**  
**Choice Partners National Purchasing Cooperative, a division of Harris County**  
**Department of Education**  
6005 Westview Dr., Houston, Texas 77055  
**Tel:** 713.696.0786 (office) | 281.627.5696 (Cell) | **Fax:** 713.696.0731



Visit us online at [www.choicepartners.org](http://www.choicepartners.org)



@jeffdrurychoice

@choice\_partners

**\*\*\*Please ensure compliance with the contracts and report Purchase Orders (P.O.s) using our contracts to [catalog@hcde-texas.org](mailto:catalog@hcde-texas.org) The Choice Partners contract number should be on ALL P.O.s reported.\*\*\***



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**Date:** June 27, 2019

**To:** Jeff Perry – Hobart Branch Manager – Houston ([jeff.perry@hobartservice.com](mailto:jeff.perry@hobartservice.com))

**Re:** **Contract # RFP #19/039TJ - Choice Partners Comments to Hobart Edits**

Good afternoon Jeff:

Please see the reply from Choice Partners with respect to the Hobart edits on the Terms and Conditions pertaining to our Contract # 19/039TJ.

We will accept the revisions made by Hobart on Contract 19/039TJ with the following exceptions:

**(1) 5.12 Warranty Conditions**

The Hobart reply of 7 days for workmanship and 90 days for parts is ***not acceptable***. **We propose a period of six (6) months to be free from defects and workmanship.**

**(2) 5.29 Price Changes**

Annual 3% Hobart annual price increase automatically imposed is not acceptable. As stated in the contract "Pricing may be negotiated during the contract renewal period." CP/HCDE has measures in place to allow vendors to continue making reasonable profits as market conditions change and prices increase. The "automatic annual increase" is ***not acceptable***.

**(3) 5.33 Indemnification**

The following Hobart amendment is ***not acceptable***. CP/HCDE cannot and should not agree to this cap on behalf of all CP/HCDE member entities. This can be negotiated by and between vendor and individual member entity on separate document executed by and between the two parties.





*The Right Resources. Right Now.*

NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON VENDOR'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IN NO EVENT WILL ANY PARTY'S LIABILITY EXCEED TWO TIMES THE VALUE OF GOODS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

Please review and reply.

Thank you,

Jeff Drury, Director

Choice Partners National Cooperative

Cc: Trisha Prestigiacomio – Choice Partners Assistant Director – Food and Nutrition



Item 6.E.11 has  
been removed

**Regular Board Meeting**

**6.E.12.**

**Meeting Date:** August 21, 2019

**Title:** Contract Award for 19/047KC Communications, Creative and Marketing Services and 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:** Jeff Drury, Richard Vela, Jesus Amezcua

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

**Information**

**Posted Agenda Item:**

**Contract award for job no. 19/047KC for Communications, Creative and Marketing Services and Related Items with the following vendors:** Alboum & Associates, LLC (#19/047KC-01); CKP Communications Group, LLC (#19/047KC-02); Love Advertising, Inc. (#19/047KC-03), and Versa Creative Group, LLC (#19/047KC-04) for the period 08/21/2019 through 08/20/2020.

**Subject:**

Choice Partners; Contract Award; Communications, Creative and Marketing Services and Related Items; Revenue Generating

**Rationale:**

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Communications, Creative and Marketing Services and Related Items to HCDE/Choice Partners members.

Three hundred-twelve (312) invitations were extended for proposals. Six (6) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 19/047KC. All responses that met the criteria and requirements of the RFP were evaluated and scored. Two (2) vendors were non-awarded, and four (4) vendors offering best value to HCDE/Choice Partners and its members were selected for award.

HCDE/Choice Partners recommends award of a one (1) year contract from 08/21/2019 to 08/20/2020 to the vendors stated above in Posted Agenda Items. Contract no. 19/047KC has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 19/047KC 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**

- Recommendation
- Evaluation Summary
- Participation List



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

Danielle Clark HCDE  
Viviana Killion Crosby ISD  
Amanda Fenwick San Jacinto College

Job (Bid or RFP#) and Name: 19/047KC Communications, Creative & Marketing Services  
Board Meeting Date: 8/21/2019  
Date: 6/26/2019

**Procurement Requirements Available:**

Check One  
\_\_\_\_ Under \$2,500 (Requires Division Director and Asst Supt. Approval)  
\_\_\_\_ From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)  
\_\_\_\_ Over \$50,000 (per CH Local)  
\_\_\_\_ X 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))

19/047KC Communications, Creative & Marketing Services

Choice Partners members will utilize this contract for Communications, Creative & Marketing 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>312</u>	vendors
HCDE received	<u>6</u>	responses (see attached evaluation summary).

**Recommendation:**

HCDE is recommending with Choice Partners Cooperative for Alboum Translation Services, CKP Communications Group LLC, Love Advertising, Versa Creative



**Harris County Department of Education  
Choice Partners  
Instructions to Recommendation Committee**

**[This form is used to document due diligence by Recommendation Committee]**

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**To:** Recommendation Committee  
**From Choice Partners - Contract Manager:** Karen Chesky  
**Job (Bid or RFP) # and Name:** 19/047KC  
Communications, Creative & Marketing Services  
**Board Meeting Date:** 8/21/2019  
**Today's Date:** 6/26/2019

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]**

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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:

19/047KC

Communications, Creative & Marketing Services

Board Meeting Date:

8/21/2019

Date:

6/26/2019

**Procurement Requirements Available:**

Check One

Under \$2,500 (Requires Division Director and Asst Supt. Approval)

From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)

Over \$50,000 (per CH Local)

Cooperative Programs (Requires Board Approval)

X

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)**

Evaluation Criteria	Averages	Total Weighted Value	Albourn Translation Services	Amanda Holdsworth Communications	CKP Communications Group, LLC	Love Advertising	TNR Accounting & Management Consulting, LLC	Versa Creative
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		30	25.00	25.00	30.00	27.00	27.00	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 Other projects completed within the past 10 years		25	24.67	21.00	24.67	24.67	21.00	24.67
(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	20.67	16.33	24.67	24.67	16.67	23.67
(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	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	4.33	1.00	3.33	5.00	2.33	4.33
(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	0.00	0.00	0.00	0.00	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		10	9.33	0.00	9.33	10.00	0.00	10.00
(8) Marketing Plan		5	4.67	4.00	4.67	4.00	2.33	3.67
<b>Total</b>		<b>100</b>	<b>88.67</b>	<b>67.33</b>	<b>96.67</b>	<b>95.33</b>	<b>69.33</b>	<b>96.33</b>
Evaluation committee for this RFP: Danielle Clark Viviana Killon Amanda Fenwick		Invitations sent to 312 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: Contract Vendor 19/047KC -01 Albourn Translation Services 19/047KC -02 CKP Communications Group LLC 19/047KC -03 Love Advertising 19/047KC -04 Versa Creative						
<b>Non-Responsive</b>	<b>0</b>							
<b>Non-Awarded</b>	<b>2</b>							
<b>Award Threshold of 88</b>	<b>4</b>							
<b>Total Responses</b>	<b>6</b>							

# Harris County Department of Education

## Participation Detail as of 7/19/2019 03:40:18 PM (CT)

### Bid Information

Bid Creator Karen Chesky  
 Email kchesky@hcde-texas.org  
 Phone  
 Fax  
  
 Bid Number 19/047KC  
 Title Communications, Creative and Marketing Services & Related Services  
 Bid Type Request for Proposal  
 Issue Date 5/17/2019 06:00 AM (CT)  
 Close Date 6/18/2019 02:00:00 PM (CT)

### Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
2nd Nature Design Studio (Donavin Murray)	Houston, TX	05/17/2019			
365 Paving & Construction LLC	Mission, TX	05/17/2019			
4.0 GPA	Houston, TX	05/17/2019			
4imprint, Inc.	Oshkosh, WI		Viewed	05/17/2019	
5W Public Relations	New York, NY		Viewed	05/20/2019	
9thWonder (Fogarty & Klein inc.)	Houston, TX		Viewed	06/07/2019	
A Better Resolutions, LLC	Houston, TX	05/17/2019			
A&M Executive Services LLC	Dallas, GA	05/17/2019			
AAA Painting	Houston, TX	05/17/2019			
ABC Promos & Gifts	Milan, IL	05/17/2019			
Adele's Coaching and Consulting	Missouri City, TX	05/17/2019			
Adira LLC	Savannah, TX	05/17/2019			
AirCheck News Taping (Pinnacle Video Group Inc)	San Antonio, TX	05/17/2019			
Albourn Translation Services (Albourn & Associates, LLC)	Arlington, VA	05/17/2019	Submitted	06/18/2019	06/18/2019
Alden-Houston (Alden Hotel III LLC)	Houston, TX	05/17/2019			
ALIrving Enterprises LLC	San Antonio, TX	05/17/2019			
All Printing (All Print & Office supply)	Missouri city, TX	05/17/2019			
Alliance Strategic Business Services, LP	Houston, TX	05/17/2019			
Allied Signs	Houston, TX	05/17/2019			
AlphaGraphics (Lukitas Inc.)	Houston, TX	05/17/2019			
Altius Graphics (NAYAK Corporation)	Houston, TX	05/17/2019			
Amanda Holdsworth Communications	South Lyon, MI		Submitted	06/18/2019	06/18/2019
American Printing & Mailing (American Printers Exchange)	Austin, TX	05/17/2019			
American Specialty Advertising and Promotional Marketing LLC	Allen, TX	05/17/2019			
Amparo Consulting & Design	Grand Junction, CO		Viewed	05/30/2019	
AMS Public Interest (AMS Pictures, Inc.)	Dallas, TX	05/17/2019			
AMSYS Innovative Solutions LLC	Houston, TX		No Bid	06/18/2019	06/18/2019
Ann Marie Harbour	Richmond, TX	05/17/2019			
Annvate, Inc.	Houston, TX	05/17/2019	Viewed	05/17/2019	
Aogo Tech Services	Richmond, TX	05/17/2019			
Apollo Office Systems LLC	Alvin, TX	05/17/2019			
ARC Document Solutions	Houston, TX	05/17/2019			
ASA Builders, Inc	pasadena, TX	05/17/2019			
ASAP Business Services (Accurate Standards Available Professionals Business Services, LLC)	Houston, TX	05/17/2019			
Ashita.Design, LLC	Humble, TX	05/17/2019			
Astrov & Associates	Frisco, TX	05/17/2019			
AT&T Mobility LLC	Bellaire, TX	05/17/2019			
Auspicious Labs Inc. (same)	Houston, TX	05/17/2019			
Awards by Gulf Coast Trophies	Pasadena, TX	05/17/2019			
Bandit Publishing	Carle place, NY	05/17/2019			

Bannerbuzz (Design Print Banner LLC)	Greer, SC	05/17/2019			
Bay Area Imaging	Webster, TX	05/17/2019			
BDK And Associates LLC	Colleyville, TX	05/17/2019			
BE Staffing Solutions LLC	Houston, TX	05/17/2019			
Beaed LP	Alvin, TX	05/17/2019			
Bedden & Associates, LLC (Bedden)	Richmond, VA	05/17/2019			
Bee Busy Wellness Center	Houston, TX	05/17/2019			
BidPrime	Austin, TX		Viewed	05/21/2019	
Big Bad Wolf Creative Group (The Edit House, Inc.)	Fort Worth, TX	05/17/2019			
Big Hit Productions	Mesquite, TX	05/17/2019			
Big Star Branding (Expressive T Shirts)	San Antonio, TX	05/17/2019			
BLU PHIRE RESEARCH INSTITUTE INC	HOUSTON, TX	05/17/2019			
BMHR - Better Man HR LLC	SAN ANTONIO, TX	05/17/2019			
BookerDezigns	Richmond, TX	05/17/2019			
Boss & Hughes	Houston, TX	05/17/2019			
Brahmarsk Corporation	Sugar Land, TX	05/17/2019			
BrandEra, Inc.	Fort Worth, TX	05/17/2019	Viewed	05/17/2019	
BRB Supply	Houston, TX	05/17/2019			
Brookside Specialties (Together, Inc.)	Tulsa, OK	05/17/2019			
Brunswick Press	Houston, TX	05/17/2019			
BuildASign	Austin, TX	05/17/2019			
Bushell Media Inc	Farmington Hills, MI	05/17/2019			
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX		No Bid	06/05/2019	06/05/2019
Calfee Specialties (BLUE RIBBON PROMOTIONS LLC)	Conroe, TX	05/17/2019			
Cam Light Enterprise Inc.	Conroe, TX	05/17/2019			
Camelback Displays Inc.	Spring, TX	05/17/2019			
Carney Educational Services	Glendale, CA	05/17/2019			
cartamundi usa	DALLAS, TX	05/17/2019			
CCC Communications LLC	Houston, TX		Viewed	05/29/2019	
CELLULAR WHOLESALERS, INC	Medley, FL	05/17/2019			
Central IT Company LLC	Houston, TX	05/17/2019			
Child Care Associates	FORT WORTH, TX	05/17/2019			
CKP Communications Group, LLC	Houston, TX		Submitted	06/18/2019	06/18/2019
Clark Hill Strasburger (Clark Hill PLC)	Houston, TX	05/17/2019			
CME Printing, Inc.	Houston, TX	05/17/2019			
Computer Station Corporation	Houston, TX	05/17/2019			
Consolidated Performance Consulting, LLC.	San Antonio, TX		Viewed	06/11/2019	
Convo Technologies	Cedar Park, TX		Viewed	06/12/2019	
Copy Source 1, LLC	Houston, TX	05/17/2019			
Copy Stop Print and Postal (Texas Printing and Publishing)	Bryan, TX	05/17/2019			
Copy.com (Copydotcom, Inc.)	Houston, TX	05/17/2019			
Courtesy Sign Solutions (Courtesy Signs III, LLC)	Amarillo, TX	05/17/2019			
CPS HR Consulting (Cooperative Personnel Services)	Sacramento, CA	05/17/2019			
Creative Circle, LLC	Los Angeles, CA	05/17/2019	Viewed	05/17/2019	
Creative Concepts Printing, Graphics	Houston, TX	05/17/2019			
Crimson Vision Enterprises	Dickinson, TX	05/17/2019			
Crystal Clear Business Solutions	Sugar Land, TX	05/17/2019			
Custom Wall Prints & More, LLC	Houston, TX	05/17/2019			
CVS Pharmacy, Inc.	Woonsocket, RI	05/17/2019			
Daniel's Printing Place	Weslaco, TX	05/17/2019			
Data Facts, Inc	Cordova, TX	05/17/2019			
Davis & Davis Business Equipment, Inc.	Houston, TX	05/17/2019			
Dean's Staffing Solutions, Inc.	Houston, TX		Viewed	05/29/2019	
DEMS,LLC	Houston, TX	05/17/2019			
Descon Signage Solutions (Young & Kenady Inc.)	Brownsburg, IN	05/17/2019	Viewed	05/17/2019	
Design 3 Graphics	Spring, TX	05/17/2019			
Designum Media Group	New Orleans, LA	05/17/2019			
DG Grafix	Houston, TX	05/17/2019			
DHD Films (Ruby Media, Inc.)	Dallas, TX	05/17/2019			
DigitalGenetix	San Antonio, TX	05/17/2019			
Dinograph (Eclectic Marketing, Inc.)	Houston, TX	05/17/2019			
Discovery Education Resources (Discovery Education Resources, LLC)	Fort Worth, TX	05/17/2019			

Display Graphics, Inc	Houston, TX	05/17/2019		
Divine Dance (Peaceful Beginnings Montessori)	houston, TX	05/17/2019		
DNH PROMOTIONAL MARKETING	Houston, TX	05/17/2019		
Dr. Mary E. White International, LLC	Houston, TX		No Bid	06/14/2019 06/14/2019
Dragonfly Garment & Design Corporation	Seguin, TX	05/17/2019		
DSTech Solutions, LLC	Clute, TX	05/17/2019		
Earth Houston (Earth Color)	Houston, TX	05/17/2019		
Ebony Marketing Systems, Inc.	Bronx, NY	05/17/2019		
edOpp Solutions LLC	Houston, TX	05/17/2019		
EgEvolve	Denver, CO	05/17/2019		
Electric Bluebird Printing	Willis, TX	05/17/2019	Unsubmitted	05/17/2019
Elevated Insights	Colorado Springs, CO		Viewed	06/07/2019
Elevation Firm, LLC.	Austin, TX	05/17/2019		
Elite Printing (Elite Promotional Printing, Inc.)	Houston, TX	05/17/2019		
E-Logic, Inc.	Washington, DC	05/17/2019		
Emma Oliver	Houston, TX	05/17/2019		
Energy Saving Advisor Distributors	Dallas, TX	05/17/2019		
Entourage Yearbooks (Entourage Imaging)	Princeton Junction, NJ	05/17/2019		
Erifed Communications	Houston, TX	05/17/2019		
eTeachingMe (Love N Learn At Home)	Georgetown, TX	05/17/2019		
Eternal Media Solutions (Eternal Media Solutions LLC)	Katy, TX	05/17/2019		
Ewing Strategic Communications	Houston, TX	05/17/2019		
ExerPlay, Inc	Cedar Crest, NM	05/17/2019		
EXPRESSIONS PRODUCTIONS (1972)	Houston (and vicinity), TX	05/17/2019		
Facelift Graphics	Fresno, TX	05/17/2019	Viewed	06/03/2019
Fannbassllc (Joseph Ball)	VA , Beach, VA	05/17/2019		
Fast Forward	Las Vegas, NV	05/17/2019		
FASTSIGNS 2073	GALVESTON, TX	05/17/2019		
Favor Consulting Inc (Demlan Solutions Inc)	Fort Worth, TX	05/17/2019		
Final Graphic	Pantego, TX	05/17/2019		
Finest Blood	Houston, TX	05/17/2019		
Finn Partners	New York, NY		Viewed	06/07/2019
Floral Park Consulting LLC	Floral Park, NY		Viewed	05/20/2019
Forte Advertising, LLC	Denver, AL	05/17/2019	Viewed	05/17/2019
Foxmark	Katy, TX	05/17/2019	Viewed	05/17/2019
Friesens Corporation	Pembina, ND	05/17/2019		
Futurebook Yearbooks	Chehalis, WA	05/17/2019		
G1 Graphics (Omni Distribution, LLC)	Newark, NJ	05/17/2019		
Galan Graphix LLC (Galan)	San Antonio, TX	05/17/2019	Viewed	05/17/2019
Gateway Printing & Office Supply, Inc.	San Antonio, TX	05/17/2019		
Geaux Crates & Storage, LLC	Houston, TX, TX	05/17/2019		
Gilbreath Communications, Inc.	Houston, TX		Viewed	05/29/2019
GilCat Solutions (Gloria Lastra)	Houston, TX	05/17/2019		
Globe Runner (Globe Runner LLC)	Addison, TX	05/17/2019		
GMP Media Group	Atlanta, GA	05/17/2019		
Golden Mountain Consulting L.L.C	Houston, TX	05/17/2019		
GovSense	Alpharetta, GA	05/17/2019		
GRAFIKSHOP CORP	HOUSTON, TX	05/17/2019	Viewed	05/17/2019
Greenberg Traurig LLP	Miami, FL	05/17/2019		
Grunwald Printing Company, Inc.	Corpus Christi, TX	05/17/2019		
Gurrola Reprographics Inc.	Houston, TX	05/17/2019		
Hakimee Signs	Houston, TX	05/17/2019		
Halo Branded Solutions Inc.	Sterling, IL	05/17/2019		
Hayley Wilson	Concord, NC	05/17/2019		
HCDE CPC	Houston, TX		Viewed	05/22/2019
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	05/17/2019		
Heart Nation Inc	Humble, TX	05/17/2019		
HiMac Center for Creative Thinking	Houston, TX	05/17/2019		
Houston ISD/PS1 (Houston ISD-Printing)	Houston, TX	05/17/2019	Viewed	05/17/2019
Houston Modular Installation	Houston, TX	05/17/2019		
Houston Printing Co. (A2A Limited Liability Company)	Houston, TX	05/17/2019		
HRchex, LLC (Intellisoft II, Inc.)	Irving, TX	05/17/2019		
HSDesigns (Hector T. Siordia)	Austin, TX	05/17/2019		
HYQUAL PROMOTIONS, LLC	STAFFORD, TX	05/17/2019		
ICF Incorporated, LLC	Fairfax, VA	05/17/2019		

ImageSet Digital Printing (ISSGR, Inc.)	Houston, TX	05/17/2019			
Imaging Spectrum, Inc	Plano, TX	05/17/2019	Viewed	05/20/2019	
Imbue Cleaning Solutions	Augusta, GA	05/17/2019			
INFOVINE INC.	Houston, TX	05/17/2019			
Inkbox Printing, LLC	Houston, TX	05/17/2019			
Integrality (Integrality, LLC)	Dallas, TX	05/17/2019			
iQuriousKids Inc.	Katy, TX	05/17/2019			
itsQuest, Inc.	Lubbock, TX	05/17/2019			
JAVACCS, LLC	Humble, TX	05/17/2019			
Jaycee Rose Photography	New Waverly, TX	05/17/2019			
JHDIII Consulting, LLC	Dallas, TX	05/17/2019			
Jose Villarreal Consulting Services	Houston, TX		Viewed	05/21/2019	
Jv-janitorial	Fortworth, TX	05/17/2019			
JXE, Inc.	Eden Prairie, MN	05/17/2019			
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	05/17/2019			
Keter Environmental Services	Indianapolis, IN	05/17/2019			
Keystone Resources (Keystone Resources, Inc.)	Houston, TX	05/17/2019			
KGBTexas Communications	Houston, TX		Viewed	05/20/2019	
killeen daily herald (Frank Mayborn Enterprises)	KILLEEN, TX	05/17/2019			
KJH Consultant Services (Karla J. Horn)	Houston, TX	05/17/2019			
KMA Design (Kerestes-Martin Associates, Inc.)	Carnegie, PA	05/17/2019			
Kriston Construction Company Inc	Beaumont, TX	05/17/2019			
KWIK KOPY PRINTING (KLASSIC PRINTING LLC)	HOUSTON, TX	05/17/2019			
Kwik Kopy Printing Center #15 (Wilkins & Associates Inc.)	Pasadena, TX	05/17/2019			
La Fiesta Label & Packaging Systems (Martes Enterprises)	Chandler, AZ	05/17/2019			
LAKESHORE LEARNING MATERIALS (LAKESHORE EQUIPMENT COMPANY)	CARSON, CA		No Bid	05/23/2019	06/17/2019
LBNM Corporation	Richmond, TX	05/17/2019			
Liquid Studio Group	Laredo, TX	05/17/2019			
Lisa K Bailey	Missouri City, TX	05/17/2019			
Love Advertising	Houston, TX	05/17/2019	Submitted	06/17/2019	06/17/2019
Lowes Companies Inc	Mooreville, NC	05/17/2019			
LP Printing	Houston, TX	05/17/2019	Viewed	05/17/2019	
LQI Consulting Group, LLC	Round Rock, TX	05/17/2019			
L-Sync, LLC	Grand Prairie, TX	05/17/2019			
MAKEDA GROUP AND ASSOCIATES	HOUSTON, TX	05/17/2019			
Manning's Office Solutions (Manning's)	Beaumont, TX	05/17/2019			
Marathon Staffing Group, Inc.	Tyngsboro, MA	05/17/2019			
Marfield Corporate Statinery (Marfield, Inc.)	Carrollton, TX	05/17/2019			
Mayo's Printing & Awards	Houston, TX	05/17/2019			
MedHelp, Inc.	Baltimore, MD	05/17/2019			
Metoyer-Roy Printing, LTD	Houston, TX	05/17/2019			
MINIXMEDIA	PORT ARTHUR, TX	05/17/2019			
Minuteman Press (KERS Enterprises, L.L.C.)	Friendswood, TX	05/17/2019			
MJR EDUCATIONAL SUPPLIES	Houston, TX	05/17/2019			
Mountain Commercial Graphics (Mountain Products L.P.)	Houston, TX	05/17/2019			
Multiview Inc.	Irving, TX	05/17/2019			
MWH PUBLIC RELATIONS	HOUSTON, TX	05/17/2019			
Namifiers, LLC	Springville, UT	05/17/2019			
NBD Graphics Inc	Katy, TX	05/17/2019			
Neoscape	Dallas, TX		Viewed	06/04/2019	
NERDY BIRDIE (ENOVATEKK)	SPRING, TX	05/17/2019			
NO EGO APPAREL (NO EGO INC)	AUSTIN, TX	05/17/2019			
NS BRANDING LLC	houston, TX	05/17/2019			
NT Printing Services	Houston, TX	05/17/2019			
Octagon Media (White Enterprises of Louisina)	Baton Rouge, LA	05/17/2019	Unsubmitted	05/23/2019	
OFFICE WORKS (KBC OFFICE WORKS, LLC)	Houston, TX	05/17/2019			
O'Hanlon, Demerath & Castillo	Austin, TX	05/17/2019			
Olivier, Inc.	Dallas, TX	05/17/2019			
Omega Roofing & Construction	Houston, TX	05/17/2019	Viewed	05/17/2019	
Origin Eight (Seth Orion Tech LLC)	Minneapolis, MN	05/17/2019			
Pamela Printing Company	Sugar Land, TX	05/17/2019	Viewed	05/31/2019	
Pamper Your Biz, LLC	Houston, TX	05/17/2019			

Pape-Dawson Engineers	Houston, TX		Viewed	06/03/2019	
Parker and Jamison LLC	Irving, TX	05/17/2019			
PAUL J. COSELLI, ATTORNEY AT LAW	BELLAIRE, TX	05/17/2019			
Paul P. Brice dba The Graphics Factory	Houston, TX	05/17/2019	Viewed	05/17/2019	
Pedigo Staffing Services, LLC	San Antonio, TX	05/17/2019			
PHD Resources & Taxes	Houston, TX	05/17/2019			
PIC Printing	Fort Worth, TX	05/17/2019			
Pinnacle Office Group (PopSmart Technologies, LLC)	Farmers Branch, TX		Viewed	06/03/2019	
Pinnacle Workforce Strategies	Tucson, AZ	05/17/2019			
Post Oak Graphics (Gulf Interstate Engineering dba Post Oak Graphics)	Houston, TX	05/17/2019			
Premier Wireless	Stafford, TX		No Bid	05/20/2019	05/30/2019
Prime Vendor Inc.	Wilmington, NC		Viewed	05/20/2019	
Printing Communications	Houston, TX	05/17/2019			
PrintWebs.com	Dallas, TX	05/17/2019			
Productive Ventures	Spring, TX	05/17/2019			
Proforma Angelini & Associates (Angelini & Associates LLC)	Houston, TX	05/17/2019			
Proforma Image Marketing	Cleveland, OH	05/17/2019	Viewed	05/17/2019	
Proforma Media & Print Solutions (Martin Media & Print Solutions, LLC)	New Bruanfels, TX	05/17/2019			
Proforma MVP Marketing	Katy, TX	05/17/2019			
Progressive Staffing Services	San Antonio, TX	05/17/2019			
Proline Supply Company	Houston, TX	05/17/2019			
Promos On-Time	New York, NY	05/17/2019			
Pronto Shipping and Packaging Services Inc.	Houston, TX	05/17/2019			
Public Alliance	San Antonio, TX	05/17/2019			
Purposeful Parents	Webster, TX		Viewed	05/27/2019	
Quad Graphics	Sussex, WI	05/17/2019			
R Jones Events	Spring, TX	05/17/2019			
Radius Design Works, LLC	Cincinnati, OH	05/17/2019			
Ramos & Harrison	Corpus Christi, TX	05/17/2019			
REDSMITH GRAPHIC SOLUTIONS	San Antonio, TX	05/17/2019			
Region 4 Education Service Center	Houston, TX	05/17/2019			
Region One Education Service Center	Edinburg, TX		Viewed	05/31/2019	
Results Advertising	Lebanon, MO	05/17/2019			
RFx Analyst, Inc.	Dover, DE	05/17/2019			
Richards/Carlberg (Richards Carlberg, Inc.)	Houston, TX		No Bid	05/20/2019	06/17/2019
Rising Star Academy	Houston, TX	05/17/2019			
Roberts Enterprise	Houston, TX	05/17/2019			
Rocket Consulting llc	Houston, TX		Viewed	05/20/2019	
Safeguard (Texas Premier Safeguard, Inc)	Housto, TX	05/17/2019			
SBL Solutions (Strategic Business Life Solutions)	Rosharon, TX	05/17/2019			
Scardino Printing 1929, LLC	Spring, TX	05/17/2019			
Seebridge Media LLC	Houston, TX	05/17/2019			
Sign Authority Inc.	Garland, TX	05/17/2019			
Signature Aspen Imaging LLC	Houston, TX	05/17/2019			
Skyline Book Binding Machines & GBC Supplies (Skyline Communications)	Santa Rosa, CA	05/17/2019			
Skyline Displays of Houston (Sabre Technologies, LP)	Houston, TX	05/17/2019			
Smart Pump Solutions, LLC.	Houston, TX	05/17/2019			
SMARTOX	Irving, TX	05/17/2019			
SmarTTurns, Inc. dba BookSmart Publishing	Winter Park, FL	05/17/2019			
Solel International	Houston, TX	05/17/2019	Viewed	06/06/2019	
Southeast Media, Inc.	Houston, TX	05/17/2019			
Southwest Glen Mission	Houston, TX	05/17/2019			
Spur Employment, Inc.	HUNTSVILLE, AL	05/17/2019			
SS GRAPHICS	Cypress, TX	05/17/2019			
SSG-MUSIC	LAS VEGAS, NV	05/17/2019			
Steam Kidstitute (Insight Community Resources Inc)	Houston, TX	05/17/2019			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	05/17/2019			
Sterling Staffing Solutions (Maceo Carter Investments, LLC)	Sugar Land, TX	05/17/2019			

Sterling Therapy & Rehabilitation	SUGAR LAND, TX	05/17/2019			
Straight Defined	Copperas Cove, TX	05/17/2019			
Strategar (Strategar LLC)	Addison, TX	05/17/2019			
STS Brand (STS Brand LLC)	Houston, TX	05/17/2019			
Tekgration LLC	San Antonio, TX		Viewed	05/22/2019	
Telephonics Unlimited, Inc.	Humble, TX		Viewed	06/04/2019	
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	05/17/2019			
Texas Republic Signs (Texas Republic Signs, LLC)	HOUSTON, TX	05/17/2019			
Texas Signs By Design (Bugel Enterprises Inc.)	Stafford, TX	05/17/2019			
That Place for Computers	Lake Jackson, TX	05/17/2019	Viewed	05/17/2019	
The Augusta Group (Augusta Marketing Products LLC)	Pearland, TX		No Bid	05/22/2019	06/17/2019
The Carmona Firm, PLLC	Houston, TX	05/17/2019			
The Class Ring Company	McAllen, TX	05/17/2019			
The Document Group, Inc.	Houston, TX	05/17/2019			
The Donatto Group	Houston, TX	05/17/2019			
The Harris Foundation	Houston, TX	05/17/2019			
The Heart of God Restoration Ministry	Houston, TX	05/17/2019			
The K.N.E.W. Solutions (Keschia Matthews)	FRESNO, TX	05/17/2019			
The KD Company (Kim Y. Davis Enterprises, LLC)	Houston, TX	05/17/2019	Viewed	05/17/2019	
The Motivation Recognition Group LLC	Richmond, TX		Viewed	05/23/2019	
The Sen-Will Group	Arlington, TX	05/17/2019			
The Software Vault, LLC	Arlington, TX	05/17/2019			
The Thomas Jarrms Company llc	Houston, TX	05/17/2019	Viewed	05/17/2019	
TheDataFyles	Bellaire, TX	05/17/2019	Viewed	05/22/2019	
Thomas Printworks (Thomas Reprographics, Inc)	Houston, TX	05/17/2019	Viewed	05/17/2019	
Titan Signs and Graphics	Houston, TX	05/17/2019			
TMB Screen Printing	Houston, TX	05/17/2019			
TMB Screen Printing & Embroidery Spring	Spring, TX	05/17/2019			
TNR Accounting & Management Consulting, LLC (Nannette Ray)	Katy, TX	05/17/2019	Submitted	06/17/2019	06/17/2019
Tomorrow N Training	Houston, TX	05/17/2019			
Transcare llc	Houston, TX	05/17/2019			
Trezvant Academy, Inc	Houston, TX	05/17/2019			
Triangle Reproductions	Houston, TX	05/17/2019			
True Love Childcare	Humble, TX	05/17/2019			
TSC COGIC	houston, TX	05/17/2019			
T-Shirts Ink	The Woodlands, TX	05/17/2019			
Two20Media	Spring, TX	05/17/2019			
UNICOM Government, Inc. F/K/A GTSI Corp.	Chantilly, VA	05/17/2019			
University Copy Center   FASTSIGNS (Campus Document Systems)	Houston, TX	05/17/2019	Viewed	05/17/2019	
V R Promotions LLC	Fort Worth, TX	05/17/2019			
V3MAIN TECHNOLOGIES	Houston, TX	05/17/2019			
Vanguard Trading & Services, LLC	Houston, TX	05/17/2019			
VECOMPRESS (AUTOMEDLAND)	Houston, TX	05/17/2019			
Velvet Rope Experience (VRE Business Soutlions)	Houston, TX	05/17/2019			
Versa Creative (Versa Creative Group LLC)	Houston, TX	05/17/2019	Submitted	06/18/2019	06/18/2019
VOX Global	Dallas, TX		Viewed	05/28/2019	
Waldorf Publishing LLC	Grapevine, TX	05/17/2019			
Walk the Walk Promotions	Richardson, TX	05/17/2019			
Walkercom Inc.	Pearland, TX		Viewed	06/06/2019	
Walls Printing (KPW Entepises)	Dallas, TX	05/17/2019			
WaterLily Writing, LLC	Arlington, TX	05/17/2019			
Watkins & Associates Consulting Services LLC.	Houston, TX	05/17/2019			
Webinopoly (High Tech Republic Inc.)	Pearland, TX	05/17/2019			
Wells Fargo Bank NA	Minneapolis, MN	05/17/2019			
Wichita Falls Times Record News (Scripps Media, Inc.)	Wichita Falls, TX	05/17/2019			
Williams Technical Staffing	Sugar Land, TX	05/17/2019			
World Internet Marketing INc.	Kenvil, NJ	05/17/2019			
xtremetees embroidery and printing	San Juan, TX	05/17/2019			
Young Picasso Houston	Bellaire, TX		Unsubmitted	06/18/2019	



Your Business Solutions (Distinguished Network Engenuity, Inc.)	The Woodlands, TX	05/17/2019
YPMO (Your Project Marketing & Outreach LLC)	Cave Creek, AZ	05/17/2019
Z Smart, LLC	Rockwall, TX	05/17/2019
ZNA DESIGN (ZNA GROUP LLC)	Katy, TX	05/17/2019

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### External Invitations

Invite Email	Auto Approve	Invitation Date	Status	Status Date
bcovington@mississippi.org	Yes	05/21/2019	Invitation Sent	05/21/2019
rachel.snell@cpa.state.tx.us	Yes	05/21/2019	Invitation Sent	05/21/2019
meg.yetishefsky@ct.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
Charles.Newton@doa.ri.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
raleigh.lewis@state.or.us	Yes	05/21/2019	Invitation Sent	05/21/2019
todd.mcgonigle@das.state.oh.us	Yes	05/21/2019	Invitation Sent	05/21/2019
ccanorro@omwbe.wa.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
kristiana.j.oliver@wv.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
froseburgh@idoa.in.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
mmdhelp.line@state.mn.us	Yes	05/21/2019	Invitation Sent	05/21/2019
DOABDMBD@wisconsin.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
ida.mcpherson@dembe.virginia.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
Dennis.English@doa.nc.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
Clarence.Mann@adeca.alabama.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
Lourdes.Zapata@esd.ny.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
Thad.Fortune@dms.myflorida.com	Yes	05/21/2019	Invitation Sent	05/21/2019
davida.manning@admin.sc.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
deborah.sacra@state.de.us	Yes	05/21/2019	Invitation Sent	05/21/2019
TSB@dia.iowa.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
reggie.nunnally@massmail.state.ma.us	Yes	05/21/2019	Invitation Sent	05/21/2019
BusinessDevelopment@dgs.ca.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
BEP.CMS@Illinois.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
Celeste.Metcalf@oa.mo.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
gs-bmwbo@pa.gov	Yes	05/21/2019	Invitation Sent	05/21/2019
rharris@kansascommerce.com	Yes	05/21/2019	Invitation Sent	05/21/2019

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### Participant Detail

#### 2nd Nature Design Studio (Donavin Murray)

Address 5818 Beeston Ln  
Houston, TX 77084 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019

Invitation Type Automatic

Invitation Email(s) info@2ndnaturedesignstudio.com

#### 365 Paving & Construction LLC

Address 1618 E. Griffin Parkway  
Mission, TX 78572 Participation Type: Active Supplier

Invitation Date 05/17/2019

Invitation Type Automatic

Invitation Email(s) 365paving@gmail.com

#### 4.0 GPA

Address P.O Box 940514  
Houston, TX 77094 Participation Type: Active Supplier

Invitation Date 05/17/2019

Invitation Type Automatic

Invitation Email(s) keculah@40gpa.com

4imprint, Inc.

Address 101 Commerce St  
Oshkosh, WI 54901 Participation Type: Active Supplier

Response Status Viewed  
Status Date 05/17/2019

5W Public Relations

Address 230 Park Ave  
New York, NY 10169 Participation Type: Active Supplier

Response Status Viewed  
Status Date 05/20/2019

9thWonder (Fogarty & Klein inc.)

Address 1800 W. Loop South  
Houston, TX 77027 Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Response Status Viewed  
Status Date 06/07/2019

A Better Resolutions, LLC

Address 4240 Hwy 6 N  
Houston, TX 77084 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@abetterresolutions.com

A&M Executive Services LLC

Address 280 Merchants Drive  
Dallas, GA 30132 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@amexecservices.com

AAA Painting

Address 6005 Westview Rd.  
Houston, TX 77055 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s)

ABC Promos & Gifts

Address 540 1st Street West  
Milan, IL 61264 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) abc.bids@yahoo.com

Adele's Coaching and Consulting

Address 6654 Laughlin Dr. Participation Type: Active Supplier  
Missouri City, TX 77489

Classifications MBE,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kbeaty72@gmail.com

Adira LLC

Address 1713 Emerald Tree Pl Participation Type: Active Supplier  
Savannah, TX 76227

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) godfrey@adiraservices.com

AirCheck News Taping (Pinnacle Video Group Inc)

Address 85 NE Loop 410 Participation Type: Active Supplier  
San Antonio, TX 78216

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) malcolm@airchecknewstaping.com

Albourn Translation Services (Albourn & Associates, LLC)

Address 1322 N. Danville Street Participation Type: Active Supplier  
Arlington, VA 22201

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sandra@albourn.com  
Response Date 06/18/2019  
Response Status Submitted  
Status Date 06/18/2019

Alden-Houston (Alden Hotel III LLC)

Address 1117 Prairie Street Participation Type: Active Supplier  
Houston, TX 77002

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) elizabeth.hamburg@aldenhotels.com

ALIrving Enterprises LLC

Address 7880 Micron Drive Participation Type: Active Supplier  
San Antonio, TX 78251

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ALIrving.Enterprises@ymail.com

All Printing (All Print & Office supply)

Address 13330 South Gessner Participation Type: Active Supplier  
Missouri city, TX 77489

Classifications MBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rashid@all-printing.com

Alliance Strategic Business Services, LP

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Address 6990 Portwest Drive Participation Type: Active Supplier  
Houston, TX 77024

Classifications DIR (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) susan.primm@alliancesbs.com

Allied Signs

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Address 6820 Harwin Dr. Participation Type: Active Supplier  
Houston, TX 77036

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) alliedsigns1@gmail.com

AlphaGraphics (Lukitas Inc.)

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Address 6200 Rothway Participation Type: Active Supplier  
Houston, TX 77040

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jburciaga@alphagraphics.com

Altius Graphics (NAYAK Corporation)

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Address 11205 Main St., Ste 118 Participation Type: Active Supplier  
Houston, TX 77025

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) siddhartha.nayak@altiusgraphics.com

Amanda Holdsworth Communications

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Address 24579 Martindale Road Participation Type: Active Supplier  
South Lyon, MI 48178

Classifications SBE (Primary),WBE

Response Date 06/18/2019  
Response Status Submitted  
Status Date 06/18/2019

American Printing & Mailing (American Printers Exchange)

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Address 1606 Headway Participation Type: Active Supplier  
Austin, TX 78754

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) danb@americanprinters.com

American Specialty Advertising and Promotional Marketing LLC

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Address PO Box 1976 Participation Type: Active Supplier  
Allen, TX 75013

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) chris@americanspecialtyadvertising.com

Amparo Consulting & Design

Address P.O. Box 3643  
Grand Junction, CO 81505 Participation Type: Active Supplier

Response Status Viewed  
Status Date 05/30/2019

AMS Public Interest (AMS Pictures, Inc.)

Address 4407 Bee Caves  
Austin, TX 78746 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) aphillips@amspictures.com

AMSYS Innovative Solutions LLC

Address 8300 Bissonnet St  
Houston, TX 77074 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,HUB

Response Date 06/18/2019  
Response Status No Bid  
Status Date 06/18/2019

Ann Marie Harbour

Address 11107 Dawson Springs Dr.  
Richmond, TX 77406 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) annmariemobile@gmail.com

Annvate, Inc.

Address 10820 Westpark Dr.  
Houston, TX 77042 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) shenannie@gmail.com  
Response Status Viewed  
Status Date 05/17/2019

Aogo Tech Services

Address 25643 Winford Estate Drive  
Richmond, TX 77406 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nihi.aogo@yahoo.com

Apollo Office Systems LLC

Address 407 S 2nd Street  
Alvin, TX 77511 Participation Type: Active Supplier

Classifications MBE,DIR (Primary),SBE,HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pfoley@apolloofficesystems.com

ARC Document Solutions

Address 6300 Gulfton  
Houston, TX 77081 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) shannon.hanson@e-arc.com rsalazar@riotcolor.com

ASA Builders, Inc

Address 2628 E Sam Pkwy S  
pasadena, TX 77503 Participation Type: Active Supplier

Classifications SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) huntingtexas@sbcglobal.net

ASAP Business Services (Accurate Standards Available Professionals Business Services, LLC)

Address 14515 Briar Forest Dr  
Houston, TX 77077 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ajordan@yourasapservice.com

Ashita.Design, LLC

Address 18815 Atasca Oaks Drive  
Humble, TX 77346 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) contact@ashita.design

Astrov & Associates

Address P.O. Box 1133  
Frisco, TX 75034 Participation Type: Active Supplier

Classifications MBE (Primary),SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) smjuster@yahoo.com

AT&T Mobility LLC

Address 6500 West Loop South  
Bellaire, TX 77401 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rs2323@att.com

Auspicious Labs Inc. (same)

Address 7400 Harwin Dr #258  
Houston, TX 77036 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gdrurydean@gmail.com

Awards by Gulf Coast Trophies

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Address 115 S Shaver Street Participation Type: Active Supplier  
Pasadena, TX 77506

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sales@gctawards.com

Bandit Publishing

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Address 2 Parkside drive Participation Type: Active Supplier  
Carle place, NY 11514

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Bintellpowell@gmail.com

Bannerbuzz (Design Print Banner LLC)

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Address 1625 Lakes Pkwy Suite D Participation Type: Active Supplier  
Lawrenceville, GA 30043

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sabrina@bannerbuzz.com

Bay Area Imaging

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Address 16910 Texas Ave. Participation Type: Active Supplier  
Webster, TX 77598

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) wbernard@bayareaimaging.com

BDK And Associates LLC

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Address 210 Cheek Sparger Rd Participation Type: Active Supplier  
Colleyville, TX 76034

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@bidroundup.com

BE Staffing Solutions LLC

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Address 507 N. Sam Houston Pkwy E. Participation Type: Active Supplier  
Houston, TX 77060

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Brittany@bestaffingsolutions.net

Beaed LP

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Address 1850 Highway 35 Bypass North Participation Type: Active Supplier  
Alvin, TX 77511

Classifications MBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cindy\_r@beaed.com

Bedden & Associates, LLC (Bedden)

Address 1614 Confederate Avenue Participation Type: Active Supplier  
Richmond, VA 23227

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dbedden@bedden-associates.com

Bee Busy Wellness Center

Address 8785 W. Bellfort Participation Type: Active Supplier  
Houston, TX 77031

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) n.mitchell@mybbwc.org

BidPrime

Address 1301 S IH 35 Participation Type: Active Supplier  
Austin, TX 78741

Response Status Viewed  
Status Date 05/21/2019

Big Bad Wolf Creative Group (The Edit House, Inc.)

Address 1166 Country Club Lane Participation Type: Active Supplier  
Fort Worth, TX 76112

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) djohnson@bbwgc.com

Big Hit Productions

Address P.O. Box 851952 Participation Type: Active Supplier  
Mesquite, TX 75185

Classifications MBE,TPA,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@bighitcreative.com

Big Star Branding (Expressive T Shirts)

Address 4009 Naco Perrin Participation Type: Active Supplier  
San Antonio, TX 78217

Classifications TXM,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rebecca@bigstarbranding.com

BLU PHIRE RESEARCH INSTITUTE INC

Address 7710 CHERRY PARK DR STE. T518 Participation Type: Active Supplier  
HOUSTON, TX 77095

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@bluphireri.com



BMHR - Better Man HR LLC

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Address 506 W. Rhapsody Participation Type: Active Supplier  
SAN ANTONIO, TX 78216

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sshaw@bettermanhr.com

BookerDezigns

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Address 6910 Misty Morning Trace Participation Type: Active Supplier  
Richmond, TX 77407

Classifications MBE (Primary),SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Cornelius.Booker@gmail.com

Boss & Hughes

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Address PO Box 838 Participation Type: Active Supplier  
Bellaire, TX 77402

Classifications MBE (Primary),HGA,TAS,SBE,HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) asha@bosshughes.com

Brahmarsk Corporation

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Address 19901 SOUTHWEST FREEWAY #305 Participation Type: Active Supplier  
Sugar Land, TX 77479

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sri@brahmarsk.com

BrandEra, Inc.

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Address 1117 W. Magnolia Ave. Participation Type: Active Supplier  
Fort Worth, TX 76104

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bo@branderamarketing.com  
Response Status Viewed  
Status Date 05/17/2019

BRB Supply

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Address 11807 Catalpa Circle Participation Type: Active Supplier  
Houston, TX 77065

Classifications MBE,SBE,HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brbsupply@swbell.net

Brookside Specialties (Together, Inc.)

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Address 802 East 6th Street Participation Type: Active Supplier  
Tulsa, OK 74120

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pnlady@aol.com

Brunswick Press

Address 9430 Baythorne  
Houston, TX 77041 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bob.wickman@brunswickpress.net

BuildASign

Address 11525A Stonehollow Dr., Ste. 100  
Austin, TX 78758 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dorelia.miller@buildasign.com

Bushell Media Inc

Address 32580 Grandriver Ave  
Farmington Hills, MI 48336 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@bushellmedia.com

Caldarella's Restaurant Supply (Caldarella's Inc)

Address 201 N Clark Drive  
El Paso, TX 79905 Participation Type: Active Supplier

Classifications SBE (Primary)

Response Date 06/05/2019  
Response Status No Bid  
Status Date 06/05/2019

Calfee Specialties (BLUE RIBBON PROMOTIONS LLC)

Address 312 Longmire Rd  
Conroe, TX 77304 Participation Type: Active Supplier

Classifications HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) debbieh@calfeespecialties.com

Cam Light Enterprise Inc.

Address 400 B  
Conroe, TX 77304 Participation Type: Active Supplier

Classifications HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) inspiritvideo@suddenlink.net

Camelback Displays Inc.

Address 20020 Hickory Twig Way  
Spring, TX 77388 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) contact@camelbackdisplays.com

Carney Educational Services

Address 430 Grand Cypress, Suite 103  
Palmdale, CA 93551 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sergiot@carneyed.com

cartamundi usa

Address 1209 verdugo rd  
Palm Springs, CA 92262 Participation Type: Active Supplier

Classifications TCP (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tonyz@cartamundiusa.com

CCC Communications LLC

Address 2400 N Braswood Blvd.  
Houston, TX 77030 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Response Status Viewed  
Status Date 05/29/2019

CELLULAR WHOLESALERS, INC

Address 11401 NW 122 St  
Medley, FL 33178 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) digitel@nywirelessgroup.com

Central IT Company LLC

Address 448 West 19th St, Suite 412  
Houston, TX 77008 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mario@centralitco.com

Child Care Associates

Address 3000 E BELKNAP ST  
FORT WORTH, TX 76111-4142 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) candace.lord@childcareassociates.org patricia.looper@childcareassociates.org

CKP Communications Group, LLC

Address Po Box 66223  
Houston, TX 77266 Participation Type: Active Supplier

Classifications WBE (Primary)

Response Date 06/18/2019  
Response Status Submitted  
Status Date 06/18/2019

Clark Hill Strasburger (Clark Hill PLC)

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Address 909 Fannin Street Participation Type: Active Supplier  
Houston, TX 77010

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) keith.hobbs@clarkhillstrasburger.com

CME Printing, Inc.

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Address 8181 Commerce Park, Ste 708 Participation Type: Active Supplier  
Houston, TX 77036

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) adolfo@cmeprinting.com

Computer Station Corporation

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Address 6611 Bissonnet St. Participation Type: Active Supplier  
Houston, TX 77074

Classifications MBE,HUB,WBE (Primary)  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cpbid@computerstationcorp.com

Consolidated Performance Consulting, LLC.

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Address 5715 Elam Way Participation Type: Active Supplier  
San Antonio, TX 78261

Response Status Viewed  
Status Date 06/11/2019

Convo Technologies

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Address P.O. Box 1167 Participation Type: Active Supplier  
Cedar Park, TX 78630

Classifications MBE (Primary),SBE,WBE  
Response Status Viewed  
Status Date 06/12/2019

Copy Source 1, LLC

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Address 3511 Milam Street Participation Type: Active Supplier  
Houston, TX 77002

Classifications MBE (Primary),HUB  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ramv@cs1ltd.com

Copy Stop Print and Postal (Texas Printing and Publishing)

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Address 2290 Boonville Rd Ste 800 Participation Type: Active Supplier  
Bryan, TX 77802

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sales@copystopprint.com

Copy.com (Copydotcom, Inc.)

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Address 1201 Westheimer Rd Participation Type: Active Supplier  
Houston, TX 77006

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) steve@copydotcom.com

Courtesy Sign Solutions (Courtesy Signs III, LLC)

Address 3101 S. Fillmore  
Amarillo, TX 79110 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) delaine@courtesysigns.net

CPS HR Consulting (Cooperative Personnel Services)

Address 2450 Del Paso Road, Suite 220  
Sacramento, CA 95834 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rfpcentral@cpsr.us

Creative Circle, LLC

Address 1200 Smith Street  
Houston, TX 77002 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mmontabana@creativecircle.com  
Response Status Viewed  
Status Date 05/17/2019

Creative Concepts Printing, Graphics

Address 40311 FM 1960 Rd. West  
Houston, TX 77068 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) creativeconcepts@hotmail.com

Crimson Vision Enterprises

Address 2311 24th Street  
Dickinson, TX 77573 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kimjyancy@gmail.com

Crystal Clear Business Solutions

Address 54 Sugar Creek Center Blvd, Ste 208  
Sugar Land, TX 77478 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) csmith@thecrystalsolution.com

Custom Wall Prints & More, LLC

Address 9818 Lynette Falls Dr  
Houston, TX 77095 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) capesa3@gmail.com

CVS Pharmacy, Inc.

Address 1 CVS Drive  
Woonsocket, RI 02895 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Eric.Morgera@CVSHealth.com Brandon.LiBassi@CVSHealth.com

Daniel's Printing Place

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Address 623 N. Airport Dr. Ste B Participation Type: Active Supplier  
Weslaco, TX 78596

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) danprint1@yahoo.com

Data Facts, Inc

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Address PO Box 4276 Participation Type: Active Supplier  
Cordova, TX 38088

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sdryden@datafacts.com

Davis & Davis Business Equipment, Inc.

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Address 3411 Jeanetta Participation Type: Active Supplier  
Houston, TX 77063

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) davisbro@earthlink.net

Dean's Staffing Solutions, Inc.

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Address 11511 Katy Freeway, Suite 430 Participation Type: Active Supplier  
Houston, TX 77079

Response Status Viewed  
Status Date 05/29/2019

DEMS,LLC

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Address 11111 Katy Freeway Suite 910 Participation Type: Active Supplier  
Houston, TX 77079

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) olusola\_dosunmu@demsllc.com

Descon Signage Solutions (Young & Kenady Inc.)

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Address 463 Southpoint Circle Participation Type: Active Supplier  
Brownsburg, IN 46112

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) michael@desconinc.com  
Response Status Viewed  
Status Date 05/17/2019

Design 3 Graphics

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Address 8322 Herts Rd Participation Type: Active Supplier  
Spring, TX 77379

Classifications SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) patty@design3graphics.com

Designum Media Group

Address 2051 Caton St.  
New Orleans, LA 70122 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) spencer.davis@designummediagroup.com

DG Grafix

Address 7518 Navidad Rd.  
Houston, TX 77083 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) don.terrell@dggrafix.com

DHD Films (Ruby Media, Inc.)

Address 2500 Farrington Street  
Dallas, TX 75207 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) hmanjee@dhdfilms.com

DigitalGenetix

Address 17806 Interstate 10 West, Suite 300  
San Antonio, TX 78256 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) epope@digitalgenetix.com

Dinograph (Eclectic Marketing, Inc.)

Address 1981 Tellepsen Street  
Houston, TX 77023 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ericestrada@dinosaurplastics.com

Discovery Education Resources (Discovery Education Resources, LLC)

Address 545 Crystal Springs Dr  
Fort Worth, TX 76108 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pdeats@derk12.com

Display Graphics, Inc

Address 6400 Westpark Dr Ste 340  
Houston, TX 77057 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) diane@displaygraphics.com

Divine Dance (Peaceful Beginnings Montessori)

Address 3531 S, Dairy Ashford  
houston, TX 77407 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) divinedance11@gmail.com

DNH PROMOTIONAL MARKETING

Address 1 Riverway  
Houston, TX 77056 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sales@dnhpromos.com

Dr. Mary E. White International, LLC

Address 3030 W. Fuqua  
Houston, TX 77045 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Response Date 06/14/2019  
Response Status No Bid  
Status Date 06/14/2019

Dragonfly Garment & Design Corporation

Address 421 E Kingsbury Street  
Seguin, TX 78155 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dale@dragonflygarment.com

DSTech Solutions, LLC

Address 206 Dixie, Suite 201  
Clute, TX 77531 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) samu@dstechsolutions.com

Earth Houston (Earth Color)

Address 7021 Portwest Dr  
Houston, TX 77024 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dscocozza@earthcolor.com

Ebony Marketing Systems, Inc.

Address 26 Bruckner Blvd  
Bronx, NY 10454 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kfuentes@ebonysystems.com



edOpp Solutions LLC

Address 5450 NW Central Drive  
Houston, TX 77092 Participation Type: Active Supplier

Classifications MBE,HUB,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) strategy@edoppsolutions.com

EgEvolve

Address 334 Fox ST  
Denver, CO 80203 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kevin@egevolve.com

Electric Bluebird Printing

Address 4102 Sam Houston Rd.  
Willis, TX 77378 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) electricbluebirdprinting@gmail.com  
Response Status Unsubmitted  
Status Date 05/17/2019

Elevated Insights

Address 525 North Tejon Street  
Colorado Springs, CO 80903 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Response Status Viewed  
Status Date 06/07/2019

Elevation Firm, LLC.

Address 600 Congress Avenue  
Austin, TX 78701 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@elevationfirm.com

Elite Printing (Elite Promotional Printing, Inc.)

Address 130 Oak Place  
Houston, TX 77006 Participation Type: Active Supplier

Classifications HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) penny@eliteprt.com

E-Logic, Inc.

Address 1025 Connecticut Avenue NW  
Washington, DC 20036 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) LPadilla@e-logic.us

Emma Oliver

Address 2067 Sweet Melon Drive Participation Type: Active Supplier  
Houston, TX 77090

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) emmanicholsoliver@gmail.com

Energy Saving Advisor Distributors

Address P.O.BOX131943 Participation Type: Active Supplier  
Dallas, TX 75313

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Support@TelecomMNC.com

Entourage Yearbooks (Entourage Imaging)

Address 39 Everett Drive Participation Type: Active Supplier  
Princeton Junction, NJ 08550

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) caitlin.kenny@entourageyearbooks.com

Eridef Communications

Address 3322 Yellowstone #2302 Participation Type: Active Supplier  
Houston, TX 77021

Classifications MBE,HUB,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Eridef70@yahoo.com

eTeachingMe (Love N Learn At Home)

Address 4230 Williams Dr. Participation Type: Active Supplier  
Georgetown, TX 78628

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) eteachingme@gmail.com

Eternal Media Solutions (Eternal Media Solutions LLC)

Address 21555 Provincial Blvd Participation Type: Active Supplier  
Katy, TX 77450

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sean@eternalmediasolutions.com

Ewing Strategic Communications

Address 2450 Louisiana Street, Suite 400-254 Participation Type: Active Supplier  
Houston, TX 77006

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) darryl.ewing@ewingcom.com

ExerPlay, Inc

Address 12220 N Hwy 14, Suite 5 Participation Type: Active Supplier  
Cedar Crest, NM 87008

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) vicki@exerplay.com

EXPRESSIONS PRODUCTIONS (1972)

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Address 8735 Thistlemoor  
Houston (and vicinity), TX 77044 Participation Type: Active Supplier

Classifications MBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) expressionsproductionsco@gmail.com

Facelift Graphics

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Address 2419 Winding Creek Drive  
Fresno, TX 77545 Participation Type: Active Supplier

Classifications MBE (Primary),SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) faceliftgraphics@gmail.com  
Response Status Viewed  
Status Date 06/03/2019

Fannbassllc (Joseph Ball)

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Address 900 Commonwealth Place  
VA , Beach, VA 23464 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Info@fannbassllc.com

Fast Forward

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Address 6434 Holland Hills Street  
Las Vegas, NV 89113 Participation Type: Active Supplier

Classifications MBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) robert.bowens@fastforward.solutions

FASTSIGNS 2073

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Address 1021 61st ST Suite#600-B  
GALVESTON, TX 77551 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) 2073@fastsigns.com

Favor Consulting Inc (Demlan Solutions Inc)

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Address Demlan Solutions Inc  
North Richland Hills, TX 76182 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ann@favorconsultinginc.com

Final Graphic

Address 2900 West Park Row Drive, Suite D Participation Type: Active Supplier  
Pantego, TX 76013

Classifications MBE (Primary),TAS,TCP,TIP

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Jorge.moran@finalgraphic.com

Finest Blood

Address 21022 Kirkland Woods Dr Participation Type: Active Supplier  
Houston, TX 77095

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) finestblood@yahoo.com

Finn Partners

Address 301 E 57th St Participation Type: Active Supplier  
New York, NY 10022

Response Status Viewed  
Status Date 06/07/2019

Floral Park Consulting LLC

Address 30, Irving Ave Participation Type: Active Supplier  
Floral Park, NY 11001

Response Status Viewed  
Status Date 05/20/2019

Forte Advertising, LLC

Address 1422 Delgany Street Participation Type: Active Supplier  
Denver, AL 80202

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nancy@forteadvertising.com  
Response Status Viewed  
Status Date 05/17/2019

Foxmark

Address 21601 Park Row Drive Participation Type: Active Supplier  
Katy, TX 77449

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kmensik@teamfoxmark.com  
Response Status Viewed  
Status Date 05/17/2019

Friesens Corporation

Address 572 South 5th Street Participation Type: Active Supplier  
Pembina, ND 58271

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brettff@friesens.com lisal@friesens.com

Futurebook Yearbooks

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Address 5826 New Territory Blvd. #403 Participation Type: Active Supplier  
Sugar Land, TX 77479

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dori@futurebookyearbooks.com

G1 Graphics (Omni Distribution, LLC)

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Address 614 Frelinghuysen Ave Participation Type: Active Supplier  
Newark, NJ 07114

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) David@grouponellc.com

Galan Graphix LLC (Galan)

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Address 9001 Wurzbach Road Participation Type: Active Supplier  
San Antonio, TX 78240

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@galangraphix.co  
Response Status Viewed  
Status Date 05/17/2019

Gateway Printing & Office Supply, Inc.

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Address 315 S. Closner Participation Type: Active Supplier  
Edinburg, TX 78539

Classifications DIR,TXM (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) butch@gatewayp.com edel@gatewayp.com robert@gatewayp.com

Geaux Crates & Storage, LLC

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Address 14504 North Freeway Participation Type: Active Supplier  
Houston, TX, TX 77090

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) fred@geauxcrates.com kerry@geauxcrates.com

Gilbreath Communications, Inc.

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Address 15995 N. Barkers Landing Participation Type: Active Supplier  
Houston, TX 77079

Classifications MBE (Primary),SBE,HUB,WBE

Response Status Viewed  
Status Date 05/29/2019

GilCat Solutions (Gloria Lastra)

---

Address 21902 Tomball Pwky Participation Type: Active Supplier  
Houston, TX 77070

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) glastra@gilcats.com

Globe Runner (Globe Runner LLC)

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Address 16415 Addison Rd. Participation Type: Active Supplier  
Addison, TX 75001

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) eric@globerunner.com

GMP Media Group

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Address 534 Pryor Street Participation Type: Active Supplier  
Atlanta, GA 30312

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gromoeprod@gmail.com

Golden Mountain Consulting L.L.C

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Address 12710 Widley Circle Participation Type: Active Supplier  
Houston, TX 77077

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) goldenmountainconsultant@gmail.com

GovSense

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Address 2500 Northwinds Parkway Suite 280 Participation Type: Active Supplier  
Alpharetta, GA 30009

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cmcmurtagh@govsense.com

GRAFIKSHOP CORP

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Address 5906 STAR LANE Participation Type: Active Supplier  
HOUSTON, TX 77057

Classifications TAS,TCP,TPA,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) GRAFIKSHOP@SBCGLOBAL.NET  
Response Status Viewed  
Status Date 05/17/2019

Greenberg Traurig LLP

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Address 333 SE 2nd Avenue Participation Type: Active Supplier  
Miami, FL 33131

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dosss@gtlaw.com

Grunwald Printing Company, Inc.

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Address 276 Lakeside Hills Drive Participation Type: Active Supplier  
Montgomery, TX 77316

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lisa@gpprint.com

Gurrola Reprographics Inc.

Address 6161 Washington Ave. Participation Type: Active Supplier  
Houston, TX 77007

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pnowotny@gurrolareprographics.com

Hakimee Signs

Address 4361 Highway 6 North Participation Type: Active Supplier  
Houston, TX 77084

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@hakimeesigns.com

Halo Branded Solutions Inc.

Address 4130 DAYCO ST Participation Type: Active Supplier  
Houston, TX 77092

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) david.ladyga@halo.com linda.janczkowski@halo.com

Hayley Wilson

Address 656 Vega Street NW Participation Type: Active Supplier  
Concord, NC 28027

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Hnwilson527@gmail.com

HCDE CPC

Address 6005 Westview Drive Participation Type: Active Supplier  
Houston, TX 77055

Classifications SBE

Response Status Viewed  
Status Date 05/22/2019

HCONE International IMPEX Inc (Enoch Kabutey)

Address 103 Summit Circle Participation Type: Active Supplier  
Houston, PA 15342

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) edkabutey@hconecompanies.com

Heart Nation Inc

Address 14807 Woodland Hills Drive, #8210 Participation Type: Active Supplier  
Humble, TX 77396

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mrcurtis67@yahoo.com

HiMac Center for Creative Thinking

Address 340 N. Sam Houston Parkway E Participation Type: Active Supplier  
Houston, TX 77060

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lhines@himaccenter.com

Houston ISD/PS1 (Houston ISD-Printing)

Address 4400 West 18th Street Participation Type: Active Supplier  
Houston, TX 77092

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) drobert7@houstonisd.org  
Response Status Viewed  
Status Date 05/17/2019

Houston Modular Installation

Address 6245 Brookhill Dr Participation Type: Active Supplier  
Houston, TX 77087

Classifications MBE,HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ben@houstonmodular.com

Houston Printing Co. (A2A Limited Liability Company)

Address 1970 Cypress Creek Parkway Participation Type: Active Supplier  
Houston, TX 77090

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) arman@houstonprinting.co

HRchex, LLC (Intellisoft II, Inc.)

Address 1320 Greenway Dr. #460 Participation Type: Active Supplier  
Irving, TX 75038

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jjb@hrchex.com

HSDesigns (Hector T. Siordia)

Address 2507 Harrowden Dr. Participation Type: Active Supplier  
Austin, TX 78727

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) hector@hsdesigns.com

HYQUAL PROMOTIONS, LLC

Address 2827 N. MAIN STREET Participation Type: Active Supplier  
STAFFORD, TX 77477

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mblair@hyqual.net



ICF Incorporated, LLC

Address 9300 Lee Highway  
Fairfax, VA 22031 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) zack.ziemba@icf.com

ImageSet Digital Printing (ISSGR, Inc.)

Address 6611 Portwest Suite 190  
Houston, TX 77024 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) diversity@imageset.com

Imaging Spectrum, Inc

Address 1101 Summit Avenue  
Plano, TX 75074 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) matt@imagingspectrum.com  
Response Status Viewed  
Status Date 05/20/2019

Imbue Cleaning Solutions

Address 2397 Richwood Drive  
Augusta, GA 30906 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Jermezw@imbuecleaning.com

INFOVINE INC.

Address 1100 W 23rd St, Ste 100  
Houston, TX 77008 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rgaubert@infovine.com

Inkbox Printing, LLC

Address 4822 N Sam Houston Pkwy W  
Houston, TX 77086 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jon@inkboxprinting.com

Integrity (Integrity, LLC)

Address 3900 Sage Road  
Houston, TX 77056 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cynthian@integrity.us

iQuriousKids Inc.

Address 6725 S Fry Rd. Participation Type: Active Supplier  
Katy, TX 77494

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sachin@iquriouskids.com

itsQuest, Inc.

Address 4505 82nd Street, Suite 3 Participation Type: Active Supplier  
Lubbock, TX 79424

Classifications MBE,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) vasquezm@itsquest.com

JAVACCS, LLC

Address 9473 Fm 1960 West Suite 100 Participation Type: Active Supplier  
Humble, TX 77338

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) johnson2va@gmail.com

Jaycee Rose Photography

Address PO Box 431 Participation Type: Active Supplier  
New Waverly, TX 77358

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Jaycee@jayceerosephotography.com

JHDIII Consulting, LLC

Address 6029 Beltline Rd. Participation Type: Active Supplier  
Dallas, TX 75254

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tdixon@jhdiii.com

Jose Villarreal Consulting Services

Address 1843 Bethlehem St. Participation Type: Active Supplier  
Houston, TX 77018

Response Status Viewed  
Status Date 05/21/2019

Jv-janitorial

Address 5805 tackett ct Participation Type: Active Supplier  
Fortworth, TX 76112

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) j\_vjanitorial@yahoo.com

JXE, Inc.

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Address 9531 78th St  
Eden Prairie, MN 55344 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mybids101@yahoo.com

KANKO (Floyd's Chores & Odd Jobs)

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Address 2031 Cedar Valley  
Dallas, TX 75232 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kankobidops@gmail.com

Keter Environmental Services

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Address 300 South Meridian  
Indianapolis, IN 46225 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mdotas@keteres.com

Keystone Resources (Keystone Resources, Inc.)

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Address 1329 Nicholson St  
Houston, TX 77008 Participation Type: Active Supplier

Classifications SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) julie@keystonereresources.com

KGBTexas Communications

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Address 5615 Kirby  
Houston, TX 77005 Participation Type: Active Supplier

Classifications SBE (Primary),HUB,WBE

Response Status Viewed  
Status Date 05/20/2019

killeen daily herald (Frank Mayborn Enterprises)

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Address 1809 FLORENCE RD  
KILLEEN, TX 76541 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) donna.sypion@kdhnews.com

KJH Consultant Services (Karla J. Horn)

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Address 10333 Northwest Freeway  
Houston, TX 77092 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kjh@kjhconsultant.com

KMA Design (Kerestes-Martin Associates, Inc.)

Address 301 East Main Street Participation Type: Active Supplier  
Carnegie, PA 15106

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) vlk@thekmagroup.com

Kriston Construction Company Inc

Address P O Box 429 Participation Type: Active Supplier  
Beaumont, TX 77704

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) harrykilgore@kristonconstruction.com

KWIK KOPY PRINTING (KLASSIC PRINTING LLC)

Address 1025 MERCURY DR Participation Type: Active Supplier  
HOUSTON, TX 77029

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pravin@kwikkopyhouston.com

Kwik Kopy Printing Center #15 (Wilkins & Associates Inc.)

Address 1128 Pasadena Blvd Participation Type: Active Supplier  
Pasadena, TX 77506

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) marilyn@kwikkopypasadena.com

La Fiesta Label & Packaging Systems (Martes Enterprises)

Address 6162 W Detroit St Participation Type: Active Supplier  
Chandler, AZ 85226

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bmcculloch.lafiestalabel@gmail.com

LAKESHORE LEARNING MATERIALS (LAKESHORE EQUIPMENT COMPANY)

Address 2695 E DOMINGUEZ STREET Participation Type: Active Supplier  
CARSON, CA 90895

Classifications TAS (Primary),TCP,TIP

Response Date 06/17/2019  
Response Status No Bid  
Status Date 05/23/2019

LBNM Corporation

Address 9003 Clearwater Ranch Ln Participation Type: Active Supplier  
Richmond, TX 77407

Classifications MBE (Primary),SBE,HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tbakare@lbnm-corp.com

Liquid Studio Group

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Address 1407 Calle del Norte Participation Type: Active Supplier  
Laredo, TX 78041

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gloria@liquidsg.com robert@liquidsg.com

Lisa K Bailey

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Address 1623 Willow Mill Dr Participation Type: Active Supplier  
Missouri City, TX 77489

Classifications MBE (Primary),SBE,HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lbailey604@gmail.com

Love Advertising

---

Address 3550 W. 12th St Participation Type: Active Supplier  
Houston, TX 77008

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) shannon@loveadv.com  
Response Date 06/17/2019  
Response Status Submitted  
Status Date 06/17/2019

Lowe's Companies Inc

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Address 1000 Lowes Blvd Participation Type: Active Supplier  
 Mooresville, NC 28117

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Joe.Ratcliff@Lowe's.com

LP Printing

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Address 3029 Crossview Participation Type: Active Supplier  
Houston, TX 77063

Classifications MBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Walter@lpprinting.com jennifer@lpprinting.com sondra@lpprinting.com  
Response Status Viewed  
Status Date 05/17/2019

LQI Consulting Group, LLC

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Address 4113 Hidden View CT Participation Type: Active Supplier  
Round Rock, TX 78665

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) laquetta.washington@lqiconsultinggroup.com

L-Sync, LLC

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Address 2911 Mirado Participation Type: Active Supplier  
Grand Prairie, TX 75054

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) joe.james@l-sync.com

MAKEDA GROUP AND ASSOCIATES

---

Address PO BOX 88356 Participation Type: Active Supplier  
HOUSTON, TX 77288

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) DORIS@MAKEDAGRP.COM

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Manning's Office Solutions (Manning's)

Address 1510 N 7th Participation Type: Active Supplier  
Beaumont, TX 77703

Classifications HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) galed@manningsupply.com

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Marathon Staffing Group, Inc.

Address 164 Westford Road Participation Type: Active Supplier  
Tyngsboro, MA 01879

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kstrickland@marathonstaffing.com

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Marfield Corporate Statinery (Marfield, Inc.)

Address 1225 E. Crosby Rd., Participation Type: Active Supplier  
Carrollton, TX 75006

Classifications HGA,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) leeann\_packard@marfield.com

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Mayo's Printing & Awards

Address 4920 Kelley St. Participation Type: Active Supplier  
Houston, TX 77026

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mayosprinting@sbcglobal.net

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MedHelp, Inc.

Address 1530 Caton Center Dr. Participation Type: Active Supplier  
Baltimore, MD 21227

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tsmith@medhelpinc.com

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Metoyer-Roy Printing, LTD

Address 5151 Mitchelldale, Ste. A3 Participation Type: Active Supplier  
Houston, TX 77092

Classifications MBE,HUB,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) emily@metroypainting.com

MINIXMEDIA

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Address 1100 HERGET AVENUE Participation Type: Active Supplier  
PORT ARTHUR, TX 77640

Classifications HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Rminix@minixmedia.com

Minuteman Press (KERS Enterprises, L.L.C.)

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Address 1602 S Friendswood Dr Participation Type: Active Supplier  
Friendswood, TX 77546

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rsmithhart@minutemanpress.com

MJR EDUCATIONAL SUPPLIES

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Address 14504 Briar Forest Drive Houston, TX Participation Type: Active Supplier  
77077  
Houston, TX 77077

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s)

Mountain Commercial Graphics (Mountain Products L.P.)

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Address 12922 Hempstead Road Participation Type: Active Supplier  
Houston, TX 77040

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) frankc@mountain-cg.com

Multiview Inc.

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Address 7701 Las Colinas Ridge, Suite 800 Participation Type: Active Supplier  
Irving, TX 75063

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bgrimes@multiview.com

MWH PUBLIC RELATIONS

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Address ONE RIVERWAY DRIVE Participation Type: Active Supplier  
HOUSTON, TX 77056

Classifications MBE,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) MARGO@MWHPUBLICRELATIONS.COM

Namifiers, LLC

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Address 280 West 900 North Participation Type: Active Supplier  
Springville, UT 84663

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nick@namifiers.com

NBD Graphics Inc

Address 5502 1st st. Participation Type: Active Supplier  
Katy, TX 77493

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nbdgraphics@sbcglobal.net

Neoscape

Address 1717 McKinney Ave. Participation Type: Active Supplier  
Dallas, TX 75201

Response Status Viewed  
Status Date 06/04/2019

NERDY BIRDIE (ENOVATEKK)

Address PO BOX 7673 Participation Type: Active Supplier  
THE WOODLANDS, TX 77380

Classifications HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) CARREDONDO@ENOVATEKK.COM

NO EGO APPAREL (NO EGO INC)

Address 13112 TAMAYO DR Participation Type: Active Supplier  
AUSTIN, TX 78729

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cgrant@shopnoego.com

NS BRANDING LLC

Address 3927 windmill st. Participation Type: Active Supplier  
sugar land, TX 77479

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) president@nsbranding.com

NT Printing Services

Address 505 N. Sam Houson Pkwy #425 Participation Type: Active Supplier  
Houston, TX 77060

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) twania@ntprintingandpromo.org

Octagon Media (White Enterprises of Louisiana)

Address 4600 Sherwood Common Blvd Participation Type: Active Supplier  
Baton Rouge, LA 70816

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jamie@octagonmedia8.com  
Response Status Unsubmitted  
Status Date 05/23/2019



OFFICE WORKS (KBC OFFICE WORKS, LLC)

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Address 6011 West Orem Drive Participation Type: Active Supplier  
Houston, TX 77085

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lhall@ourofficeworks.com ron.bailey@thekbc.com

O'Hanlon, Demerath & Castillo

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Address 808 West Ave Participation Type: Active Supplier  
Austin, TX 78701

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bcastillo@808west.com

Olivier, Inc.

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Address 1825 Market Center Blvd. Participation Type: Active Supplier  
Dallas, TX 75207

Classifications MBE,SBE,HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rhenry@olivier-inc.com

Omega Roofing & Construction

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Address 16215 Westheimer Rd Participation Type: Active Supplier  
Houston, TX 77082

Classifications MBE (Primary),SBE,HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) alvin@omegarc.com  
Response Status Viewed  
Status Date 05/17/2019

Origin Eight (Seth Orion Tech LLC)

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Address 1010 W Lake St. Suite 100-116 Participation Type: Active Supplier  
Minneapolis, MN 55408

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@origineight.net

Pamela Printing Company

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Address 550 Julie Rivers dr Participation Type: Active Supplier  
Sugar Land, TX 77478

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) david@pamelaprinting.com  
Response Status Viewed  
Status Date 05/31/2019

Pamper Your Biz, LLC

Address 14955 Tuttle Point Drive Participation Type: Active Supplier  
Houston, TX 77082

Classifications MBE,HUB,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) theresa@pamperyourbiz.com

Pape-Dawson Engineers

Address 10350 Richmond Ave., Ste 200 Participation Type: Active Supplier  
Houston, TX 77042

Response Status Viewed  
Status Date 06/03/2019

Parker and Jamison LLC

Address 320 Decker Dr Ste 100 Participation Type: Active Supplier  
Irving, TX 75062

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) myragood@parkerandjamison.com

PAUL J. COSELLI, ATTORNEY AT LAW

Address 5311 HUISACHE Participation Type: Active Supplier  
BELLAIRE, TX 77401

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pjclawyer@aol.com

Paul P. Brice dba The Graphics Factory

Address 17902 Elk Valley Circle Participation Type: Active Supplier  
Houston, TX 77090

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gfactory@comcast.net  
Response Status Viewed  
Status Date 05/17/2019

Pedigo Staffing Services, LLC

Address 8000 Donore Place Participation Type: Active Supplier  
San Antonio, TX 78229

Classifications DIR,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) debbiep@pedigostaffing.com

PHD Resources & Taxes

Address 7324 Southwest Fwy Participation Type: Active Supplier  
Houston, TX 77074

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) positivehelpdetermined@gmail.com

PIC Printing

Address 4521 S. Hulen Street Participation Type: Active Supplier  
Fort Worth, TX 76109

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@pic-printing.com

Pinnacle Office Group (PopSmart Technologies,LLC)

Address 13988 Diplomat Drive Participation Type: Active Supplier  
Farmers Branch, TX 75234

Classifications MBE,HUB

Response Status Viewed  
Status Date 06/03/2019

Pinnacle Workforce Strategies

Address 6654 East Valle di Cadore Participation Type: Active Supplier  
Tucson, AZ 85750

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rcerrano4569@gmail.com

Post Oak Graphics (Gulf Interstate Engineering dba Post Oak Graphics)

Address 16010 Barkers Point Lane Participation Type: Active Supplier  
Houston, TX 77079

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ccox@gie.com

Premier Wireless

Address 12220 Murphy Rd., Participation Type: Active Supplier  
Stafford, TX 77477

Response Date 05/30/2019  
Response Status No Bid  
Status Date 05/20/2019

Prime Vendor Inc.

Address 4622 Cedar Avenue Participation Type: Active Supplier  
Wilmington, NC 28403

Response Status Viewed  
Status Date 05/20/2019

Printing Communications

Address 5601 Central Crest Participation Type: Active Supplier  
Houston, TX 77092

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pci@print-comm.com

PrintWebs.com

Address 3419 Westminster Ave. Participation Type: Active Supplier  
Dallas, TX 75205

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Crowe@PrintWebs.com

Productive Ventures

Address 3326 Legends Mist Dr Participation Type: Active Supplier  
Spring, TX 77386

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dundrahollins@yahoo.com

Proforma Angelini & Associates (Angelini & Associates LLC)

Address 12603 Banchester Ct Participation Type: Active Supplier  
Houston, TX 77070

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brenda.angelini@proforma.com

Proforma Image Marketing

Address 10207 Ivy Field Ct. Participation Type: Active Supplier  
Houston, TX 77070

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kent.bradbury@proforma.com  
Response Status Viewed  
Status Date 05/17/2019

Proforma Media & Print Solutions (Martin Media & Print Solutions, LLC)

Address P.O Box 640814 Participation Type: Active Supplier  
Cincinnati, OH 45264-0814

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) service.mpsolutions@proforma.com

Proforma MVP Marketing

Address 2211 Lashley Ct. Participation Type: Active Supplier  
Katy, TX 77450

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) holly.spillers@proforma.com

Progressive Staffing Services

Address 5805 Callghan Road Participation Type: Active Supplier  
San Antonio, TX 78228

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nazli07@sbcglobal.net

Proline Supply Company

Address 6711-A Bingle Rd  
Houston, TX 77092 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dhajduk@prolinesupply.cc

Promos On-Time

Address 210 East 39th Street  
New York, NY 10016 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) michael@promosontime.com

Pronto Shipping and Packaging Services Inc.

Address 3354 ChimneyRock Rd.  
Houston, TX 77056 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tramell.kukoyi@prontoairfreight.com

Public Alliance

Address 8610 Broadway St. Suite 307  
San Antonio, TX 78217 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cmireles@public-alliance.com

Purposeful Parents

Address PO Box 57554  
Webster, TX 77598 Participation Type: Active Supplier

Response Status Viewed  
Status Date 05/27/2019

Quad Graphics

Address N61 W23044 Harry's Way  
Sussex, WI 53089 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lalbert@qg.com

R Jones Events

Address 21811 Mileham Lane  
Spring, TX 77388 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rjones3341@gmail.com

Radius Design Works, LLC

Address P.O. Box 54481  
Cincinnati, OH 45254 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) c\_berry@radiusdesignworks.com

Ramos & Harrison

Address 224 N Mesquite St  
Corpus Christi, TX 78401 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jrworksts@gmail.com

REDSMITH GRAPHIC SOLUTIONS

Address 435 Isom Rd  
San Antonio, TX 78216 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) hannah@redsmithgs.com

Region 4 Education Service Center

Address 7145 West Tidwell Rd.  
Houston, TX 77092 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bhannah@esc4.net wtalbert@esc4.net

Region One Education Service Center

Address 1900 W Schunior St  
Edinburg, TX 78541-2233 Participation Type: Active Supplier

Response Status Viewed  
Status Date 05/31/2019

Results Advertising

Address 130 West Fremont Road  
Lebanon, MO 65536 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) resultadvbids@gmail.com

RFx Analyst, Inc.

Address 8 The Green  
Dover, DE 19901 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rfp@rfxanalyst.com

Richards/Carlberg (Richards Carlberg, Inc.)

Address 2801 North Central Expressway  
Dallas, TX 75204 Participation Type: Active Supplier

Response Date 06/17/2019  
Response Status No Bid  
Status Date 05/20/2019

Rising Star Academy

Address 7239A West Knoll St.  
Houston, TX 77028 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) risingstarscholars@gmail.com

Roberts Enterprise

Address 11615 DOWNEY VIOLET LN Participation Type: Active Supplier  
Houston, TX 77044

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) robertsenterpriseinc@gmail.com

Rockit Consulting Ilc

Address 14655 northwest freeway Participation Type: Active Supplier  
houston, TX 77040

Response Status Viewed  
Status Date 05/20/2019

Safeguard (Texas Premier Safeguard, Inc)

Address 301 Wells Fargo Drive Participation Type: Active Supplier  
Housto, TX 77090

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mike@txpsg.com

SBL Solutions (Strategic Business Life Solutions)

Address 2303 Mars Dr Participation Type: Active Supplier  
Rosharon, TX 77583

Classifications MBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) erica@strategicbusinesslife.com

Scardino Printing 1929, LLC

Address PO Box 720 Participation Type: Active Supplier  
Tomball, TX 77377

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) zach@scardinoprinting.com

Seebridge Media LLC

Address 707 West Rd Participation Type: Active Supplier  
Houston, TX 77038

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sevans@seebridgemediacom

Sign Authority Inc.

Address 3105 Benton St. Participation Type: Active Supplier  
Garland, TX 75042

Classifications MBE (Primary),SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) steve@signauthority.net

Signature Aspen Imaging LLC

Address Signature Aspen Imaging LLC Participation Type: Active Supplier  
Houston, TX 77092

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jseiford@thinksignature.com billymck@thinksignature.com

Skyline Book Binding Machines & GBC Supplies (Skyline Communications)

Address 1040 North Dutton Participation Type: Active Supplier  
Santa Rosa, CA 95401

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) peter@onlineskyline.com

Skyline Displays of Houston (Sabre Technologies, LP)

Address 7885 Northcourt Rd. Suite 100 Participation Type: Active Supplier  
Houston, TX 77040

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lmanning@skylinehouston.com

Smart Pump Solutions, LLC.

Address 11603-A Brittmooore Park Dr. Participation Type: Active Supplier  
Houston, TX 77041

Classifications MBE,TCP,TIP,USC,SBE,HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sergio@smartpumpsolutions.com

SMARTOX

Address 4850 Plaza Dr Participation Type: Active Supplier  
Irving, TX 75063

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) margaret.gilbert@smartox.com

SmarTTurns, Inc. dba BookSmart Publishing

Address 2431 Aloma Ave Participation Type: Active Supplier  
Winter Park, FL 32792

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jreyes@smarturns.com

Solel International

Address c/o 6134 Micollet Participation Type: Active Supplier  
Houston, TX 77016

Classifications MBE (Primary),SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) soleldrive@gmail.com  
Response Status Viewed  
Status Date 06/06/2019



Southeast Media, Inc.

Address 15625 Vickery Dr. #400 Participation Type: Active Supplier  
Houston, TX 77032

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Reyna@semtx.com dominicks@semtx.com

Southwest Glen Mission

Address Take to leasing office Participation Type: Active Supplier  
Houston, TX 77099

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bernadette@swglenmission.org

Spur Employment, Inc.

Address 3414 Governors Dr. SW #220 Participation Type: Active Supplier  
HUNTSVILLE, AL 35805

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Info@spurjobs.com

SS GRAPHICS

Address 13529 Skinner Road Suite J Participation Type: Active Supplier  
Cypress, TX 77355

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jennifer@ss-graphics.com

SSG-MUSIC

Address 855 E TWAIN AVE Participation Type: Active Supplier  
LAS VEGAS, NV 89169

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ssgmusic702.shawn@gmail.com

Steam Kidstutute (Insight Community Resources Inc)

Address 9800 Centre Parkway suite 870 Participation Type: Active Supplier  
Houston, TX 77036

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) insightcommunityinc@gmail.com

STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)

Address P.O. BOX 2992 Participation Type: Active Supplier  
Humble, TX 77347

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) stemupwitdrkiki@gmail.com

Sterling Staffing Solutions (Maceo Carter Investments, LLC)

Address 14140 Southwest Freeway Participation Type: Active Supplier  
Sugar Land, TX 77478

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) scarter@sterlingtherapy.com

Sterling Therapy & Rehabilitation

Address 1449 Highway 6  
SUGAR LAND, TX 77478 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sterling@sterlingtherapy.com

Straight Defined

Address 208 West Lincoln Avenue  
Copperas Cove, TX 76522 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tamaholland@gmail.com

Strategar (Strategar LLC)

Address 5080 Spectrum Drive #1000E  
Addison, TX 75001 Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) yareli@strategar.com

STS Brand (STS Brand LLC)

Address 14027 Memorial Dr. #158  
Houston, TX 77079 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@stsbrand.com

Tekgration LLC

Address 110 East Houston Street, 7th Floor, #77  
San Antonio, TX 78205 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,HUB,WBE

Response Status Viewed  
Status Date 05/22/2019

Telephonics Unlimited, Inc.

Address PO Box 1404  
Humble, TX 77347-1404 Participation Type: Active Supplier

Classifications SBE (Primary)

Response Status Viewed  
Status Date 06/04/2019

Texas Association of African American Chambers of Commerce (TAAACC)

Address 807 Brazos Street  
Austin, TX 78701 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@taaacc.org

Texas Republic Signs (Texas Republic Signs, LLC)

Address 2211 Pech Rd  
HOUSTON, TX 77055 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Mason@texasrepublicsigns.com

Texas Signs By Design (Bugel Enterprises Inc.)

Address 4150 Bluebonnet Dr., Suite 105  
Stafford, TX 77477 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) george@TexasSignsByDesign.com

That Place for Computers

Address 316 Acacia street  
Lake Jackson, TX 77566 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) contact@thatplaceforcomputers.com  
Response Status Viewed  
Status Date 05/17/2019

The Augusta Group (Augusta Marketing Products LLC)

Address AIA Services LLC  
Chicago, IL 60677-8001 Participation Type: Active Supplier

Response Date 06/17/2019  
Response Status No Bid  
Status Date 05/22/2019

The Carmona Firm, PLLC

Address PO Box 7137  
Houston, TX 77248 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) chris@thecarmonafirm.com

The Class Ring Company

Address 2403 Buddy Owens Blvd.  
McAllen, TX 78504 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jrtcr@hotmail.com

The Document Group, Inc.

Address 1010 Lamar St.  
Houston, TX 77002 Participation Type: Active Supplier

Classifications MBE,HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bcollins@thedocgrp.com lynn@thedocgrp.com

The Donatto Group

Address PO Box 321226  
Houston, TX 77221 Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) james@thedonattogroup.com

The Harris Foundation

Address 1330 Post Oak Blvd., Suite 2550  
Houston, TX 77056 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pamela@theharrisfoundation.org

The Heart of God Restoration Ministry

Address 2222 Lockwood Drive  
Houston, TX 77020 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) theheartofgod2015@gmail.com

The K.N.E.W. Solutions (Keschia Matthews)

Address 2118 BEACON LIGHT  
FRESNO, TX 77545 Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dr\_k@theknewsolutions.com

The KD Company (Kim Y. Davis Enterprises, LLC)

Address 2425 Holly Hall St. C53  
Houston, TX 77054 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kim@thekdcompany.com  
Response Status Viewed  
Status Date 05/17/2019

The Motivation Recognition Group LLC

Address 3903 Grand Fri Ct  
Richmond, TX 77469 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Response Status Viewed  
Status Date 05/23/2019

The Sen-Will Group

Address P.O. Box 152712  
Arlington, TX 76015 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mlw@senwill.com

The Software Vault, LLC

Address 1250 E Copeland Road Participation Type: Active Supplier  
Arlington, TX 76011

Classifications MBE (Primary),SBE,HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jamita.machen@theswvault.com

The Thomas Jarrms Company llc

Address 3524 Ruth Street Participation Type: Active Supplier  
Houston, TX 77004

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rthomas@tjcgroupp.com  
Response Status Viewed  
Status Date 05/17/2019

TheDataFyles

Address 5233 Bellaire Blvd, Ste-B #185 Participation Type: Active Supplier  
Bellaire, TX 77401

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rewa@thedatafyles.com  
Response Status Viewed  
Status Date 05/22/2019

Thomas Printworks (Thomas Reprographics, Inc)

Address 4235 Richmond Ave Participation Type: Active Supplier  
Houston, TX 77027

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) trevor.hansen@thomasprintworks.com nancy.pearson@thomasprintworks.com  
rock.gremillion@thomasprintworks.com tara.fisher@thomasprintworks.com joe.christ@thomasprintworks.com  
Response Status Viewed  
Status Date 05/17/2019

Titan Signs and Graphics

Address 8815 Solon Rd Participation Type: Active Supplier  
Houston, TX 77064

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) philip@titansigns.net

TMB Screen Printing

Address 9637 Cypress Creek Parkway Participation Type: Active Supplier  
Houston, TX 77070

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@tmbscreenprinting.com

TMB Screen Printing & Embroidery Spring

Address 21602 Tatton Crest Ct Spring, TX 77388 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) anita@tmbspring.com

TNR Accounting & Management Consulting, LLC (Nannette Ray)

Address 4819 Terrance Fall Dr Katy, TX 77494 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nray49@comcast.net  
Response Date 06/17/2019  
Response Status Submitted  
Status Date 06/17/2019

Tomorrow N Training

Address 10326 Ella Lee Lane Houston, TX 77042 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Tawandaforrest@gmail.com

Transcare llc

Address 9203 hwy 6 S Houston, TX 77083 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) transcarehou@gmail.com

Trezvant Academy, Inc

Address 9538 Curry Landing DR Houston, TX 77095 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) trezvantlinda@yahoo.com

Triangle Reproductions

Address 8450 Westpark, Suite 100 Houston, TX 77063 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bchristy@triangletexas.com

True Love Childcare

Address 40 Wilson Rd Humble, TX 77338 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) excellence@tlchumble.org

TSC COGIC

Address 9311 Compton  
houston, TX 77091 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) PPAULBRYANT@YAHOO.COM

T-Shirts Ink

Address 1039 Pruitt Rd  
The Woodlands, TX 77380 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jdp@tshirtsinkandmore.com

Two20Media

Address P.O. Box 9372  
The Woodlands, TX 77387-9372 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tlr25@comcast.net

UNICOM Government, Inc. F/K/A GTSI Corp.

Address 15010 Conference Center Drive, Suite  
110 Participation Type: Active Supplier  
Chantilly, VA 20151-3852

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) daryl.price@unicomgov.com

University Copy Center | FASTSIGNS (Campus Document Systems)

Address 4434 University Dr, Ste 170  
Houston, TX 77204 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) troy.gillaspia@universitycopycenter.com richardhelmey@universitycopycenter.com  
Response Status Viewed  
Status Date 05/17/2019

V R Promotions LLC

Address 7920 Camp Bowie West Blvd  
Fort Worth, TX 76116 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) vpatel@vrtexaspromotions.com

V3MAIN TECHNOLOGIES

Address 3215 Brinmont Place Lane  
Katy, TX 77494 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) venkat.maddikayala@v3main.com

Vanguard Trading & Services, LLC

Address 15927 Mission Glen Dr  
Houston, TX 77083 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) trading6789@gmail.com

VECOPRESS (AUTOMEDLAND)

Address 1200 Blalock Rd  
Houston, TX 77055 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) isosa@vecopress.net

Velvet Rope Experience (VRE Business Solutions)

Address 2323 S. Voss Road  
Houston, TX 77057 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Tiffany@VelvetRopeExperience.com

Versa Creative (Versa Creative Group LLC)

Address 5444 Westheimer Road  
Houston, TX 77056 Participation Type: Active Supplier

Classifications SBE (Primary),WBE  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) eshekari@versacreative.com  
Response Date 06/18/2019  
Response Status Submitted  
Status Date 06/18/2019

VOX Global

Address 1999 Bryan  
Dallas, TX 75022 Participation Type: Active Supplier

Response Status Viewed  
Status Date 05/28/2019

Waldorf Publishing LLC

Address 2140 Hall Johnson Rd  
Grapevine, TX 76051 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@waldorfpublishing.com

Walk the Walk Promotions

Address 1206 Apollo Road #850363  
Richardson, TX 75085 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) june@walkthewalkpromotions.com



Walkercom Inc.

Address 17723 Pearland Sites Rd. Participation Type: Active Supplier  
Pearland, TX 77584

Classifications MBE,DIR,SBE (Primary),HUB

Response Status Viewed  
Status Date 06/06/2019

Walls Printing (KPW Enterprises)

Address 9171 King Arthur Drive Participation Type: Active Supplier  
Dallas, TX 75247

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lisa@wallsprinting.com

WaterLily Writing, LLC

Address 1905 Nueces Trail Participation Type: Active Supplier  
Arlington, TX 76012

Classifications MBE,SBE,HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pipeline@waterlilywriting.com

Watkins & Associates Consulting Services LLC.

Address 5330 Griggs Rd. Suite C #104 Participation Type: Active Supplier  
Houston, TX 77021

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) terriwatkins@sbcglobal.net mcwacsgroup@yahoo.com

Webinopoly (High Tech Republic Inc.)

Address 13115 Hampton Bay Dr. Participation Type: Active Supplier  
Pearland, TX 77584

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) moe@webinopoly.com

Wells Fargo Bank NA

Address 550 South 4th St. Participation Type: Active Supplier  
Minneapolis, MN 55415

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Jazlyn.wiles@wellsfargo.com

Wichita Falls Times Record News (Scripps Media, Inc.)

Address 1301 Lamar Street Participation Type: Active Supplier  
Wichita Falls, TX 76301

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tracyk@timesrecordnews.com

Williams Technical Staffing

Address 15015 W. Airport Blvd. Participation Type: Active Supplier  
Sugar Land, TX 77498

Classifications MBE,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pwilliams@williamstechnicalstaffing.com

World Internet Marketing INc.

Address PO Box 135 Participation Type: Active Supplier  
Kenvil, NJ 07847

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) world@world-inet.com

xtremetees embroidery and printing

Address 600 N Veterans Blvd suite D Participation Type: Active Supplier  
San Juan, TX 78589

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) xtremetees18@gmail.com

Young Picassos Houston

Address 4747 Bellaire Blvd. Participation Type: Active Supplier  
Bellaire, TX 77401

Classifications MBE,SBE (Primary),WBE

Response Status Unsubmitted  
Status Date 06/18/2019

Your Business Solutions (Distinguished Network Engenuity, Inc.)

Address 21 Waterway Ave. Suite 300 Participation Type: Active Supplier  
The Woodlands, TX 77380

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@ybs.us

YPMO (Your Project Marketing & Outreach LLC)

Address 31221 N 60th Street Participation Type: Active Supplier  
Cave Creek, AZ 85331

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) anne@yourprojectmo.com

Z Smart, LLC

Address 709 B West Rusk #813 Participation Type: Active Supplier  
Rockwall, TX 75087

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Keith@ZSmartCo.com

ZNA DESIGN (ZNA GROUP LLC)

Address 25600 Westheimer Pkwy Participation Type: Active Supplier  
Katy, TX 77494

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) allen@znadesign.com

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**Bid Activity Detail**

1st Advertisement

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Activity Date 5/17/2019 12:00:00 AM (CT)  
Description

2nd Advertisement

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Activity Date 5/20/2019 12:00:00 AM (CT)  
Description

Pre-Proposal Meeting

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Activity Date 5/22/2019 10:00:00 AM (CT)  
Description The Pre-Proposal Meeting will be held at 6005 Westview Drive, Houston, Texas, 77055

Proposal Closes

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Activity Date 6/18/2019 02:00:00 PM (CT)  
Description

Anticipated Board Award

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Activity Date 8/21/2019 01:00:00 PM (CT)  
Description

**Regular Board Meeting**

**6.E.13.**

**Meeting Date:** August 21, 2019

**Title:** Contract Award for 19/048MR for Pest/Lawn/Pool Chemical Supplies and Services

**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. 19/048MR for Pest/Lawn/Pool Chemical Supplies and Services with the following vendors:** Copesan Services, Inc. dba Holder's Pest Solutions (#19/048MR-01), and J.R. Simplot Company dba Simplot Partners (#19/048MR-02) for the period 08/21/2019 through 08/20/2020.

**Subject:**

Choice Partners; Contract Award; Pest/Lawn/Pool Chemical Supplies and Services: Revenue Generating

**Rationale:**

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Pest/Lawn/Pool Chemical Supplies and Services to HCDE/Choice Partners members.

Four hundred and eighty-four (484) invitations were extended for proposals. Four (4) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 19/048MR. All responses that met the criteria and requirements of the RFP were evaluated and scored. One (1) vendor was non-responsive, one (1) vendor was non-awarded, and two (2) vendors offering best value to HCDE/Choice Partners and its members were selected for award.

HCDE/Choice Partners recommends award of a one (1) year contract from 08/21/2019 to 08/20/2020 to the vendors stated above in Posted Agenda Items. Contract no. 19/048MR has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 19/048MR 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**

- Recommendation
- Evaluation Summary
- Participation List



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

Kristi Nichols-Dion Choice Partners  
Karen Chesky Choice Partners  
Monique Joseph Choice Partners

Job (Bid or RFP#) and Name: 19/048MR RFP for Pest/Lawn/Chemical Supplies and Services  
Board Meeting Date: 08/21/2019  
Date: 07/19/2019

**Procurement Requirements Available:**

Check One  
\_\_\_\_ Under \$2,500 (Requires Division Director and Asst Supt. Approval)  
\_\_\_\_ From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)  
\_\_\_\_ Over \$50,000 (per CH Local)  
\_\_\_\_  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))

19/048MR Pest/Lawn/Chemical Supplies and Services.

Choice Partners members will utilize this contract for RFP Pest/Lawn/Chemical Supplies and 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	484	vendors
HCDE received	<u>4</u>	responses (see attached evaluation summary).

**Recommendation:**

HCDE is recommending with Choice Partners Cooperative for Copesan Services Inc DBA Holder's Pest Solutions; and J.R. Simplot Company DBA Simplot Partners.



Harris County Department of Education  
Choice Partners  
Instructions to Recommendation Committee

**[This form is used to document due diligence by Recommendation Committee]**

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**To:** Recommendation Committee  
**From Choice Partners - Contract Manager:** Michael Robles  
**Job (Bid or RFP) # and Name:** 19/048MR  
RFP Pest/Lawn/Chemical Supplies and Services  
**Board Meeting Date:** 08/21/2019  
**Today's Date:** 07/19/2019

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:

Michael Robles

Purchasing Dept:

Yaritza Roman, Contracts Manager

Job- Bid or RFP# and Name:

RFP 19/048MR Pest/Lawn/Chemical Supplies and Services

Board Meeting Date:

08/21/2019

Date:

07/19/2019

**Procurement Requirements Available:**

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)
- From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
- Over \$50,000 (per CH Local)
- 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)**



Pest/Lawn/Pool Chemicals Supplies and Services

Evaluation Criteria	Averages	Total Weighted Value	Bugco Pest Control	Holders Pest Solutions Copesan Services	Simplot Partners J.R. Simplot Company	Winfield
(1) Price Overall Cost of Program Vendor's proposed coefficient(s)		40	N/R	31.67	38.33	31.67
(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 Other projects completed within the past 10 years		20	N/R	19.67	14.33	10.67
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: JOC Project Management JOC Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform JOC work and the Vendor's proposed personnel		25	N/R	20.67	20.00	17.00
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE		0	N/R	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/CP and CP members to acquire the products/services		5	N/R	1.00	4.67	5.00
(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	N/R	0.00	0.00	0.00
(7) Vendor's past relationship HCDE/CP		5	N/R	5.00	1.00	1.00
(8) Marketing Plan		5	N/R	4.00	4.33	3.67
<b>Total</b>		<b>100</b>	<b>N/R</b>	<b>82.00</b>	<b>82.67</b>	<b>69.00</b>
Evaluation committees for this RFP: Kristi Nichols-Dion Karen Chesky Monique Joseph						
Invitations were sent to 484 potential vendors Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts:						
		<u>Contract</u>	<u>Vendor</u>			
		19/048MR -01	Holder's Pest Solutions			
		19/048MR -02	Simplot Partners			
477	Non-responsive:	1				
	Non-Awarded:	1				
	Award Threshold above 70:	2				
	Total Responses:	4				

# Harris County Department of Education

## Participation Detail as of 7/19/2019 04:03:49 PM (CT)

### Bid Information

Bid Creator Mr. Michael Robles Procurement Coordinator  
 Email mrobles@hcde-texas.org  
 Phone (713) 696-2112  
 Fax  
  
 Bid Number 19/048MR  
 Title Pest/Lawn/Pool Chemical Supplies and Services  
 Bid Type Request for Proposal  
 Issue Date 5/17/2019 08:00 AM (CT)  
 Close Date 7/2/2019 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	05/17/2019			
2Tier Wholesalers	Garland, TX	05/17/2019			
365 Paving & Construction LLC	Mission, TX	05/17/2019			
3G Chemical Solutions, LLC	Bessemer, AL	05/17/2019			
4.0 GPA	Houston, TX	05/17/2019			
A Better Resolutions, LLC	Houston, TX	05/17/2019			
A&M Executive Services LLC	Dallas, GA	05/17/2019			
AAA Painting	Houston, TX	05/17/2019			
ABC Home & Commercial Services	Houston, TX	05/17/2019			
ABC Medical Equipment Inc.	Rosenberg, TX	05/17/2019			
ABM Facility Services	Houston, TX	05/17/2019			
Addikshun Athletik Apparel (Dream Big Think Smart Marketing)	Houston, TX	05/17/2019			
advanced fleet maintenance	Cleveland, TX	05/17/2019			
Advantage office products	Houston, TX	05/17/2019			
Advantage Office Products, LLC	Benbrook, TX	05/17/2019			
AEPS (American Eagle Protective Services)	Austin, TX	05/17/2019			
AET Environmental (Source Environmental)	Denton, TX	05/17/2019			
Aggieland Construction	Wellborn, TX	05/17/2019			
Aggressive Waste Disposal	Humble, TX	05/17/2019			
AIS Specialty Products, Inc.	Chatsworth, CA	05/17/2019			
Alamo Diving	Helotes, TX	05/17/2019			
Aleco (a div of ES Robbins)	Muscle Shoals, AL	05/17/2019			
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	05/17/2019			
All Aquatics & Kids Play (All Aquatics & Kids Playgrounds,LLC)	Houston, TX	05/17/2019			
All Pro Commercial Services (APC Industries, LLC)	RICHLAND HILLS, TX	05/17/2019			
Allegheny Southwest, Inc.	Montgomery, TX	05/17/2019			
ALPHA Facilities Solutions	San Antonio, TX		Viewed	06/04/2019	
Alpine Water Systems (Alpine Water Systems, LLC)	Las Vegas, NV	05/17/2019			
America Team Sports	Richardson, TX	05/17/2019			
American Institute of Martial Arts	Houston, TX	05/17/2019			
American Specialty Advertising and Promotional Marketing LLC	Allen, TX	05/17/2019			
Anderson Hydra Platforms, Inc.	York, SC	05/17/2019			
Andrew's Janitorial Service, Inc.	Manteca, CA	05/17/2019			
AquaKare USA (Jared Jefferson)	Houston, TX	05/17/2019			
AquaLogic Water Consulting	Austin, TX	05/17/2019			
Aquatrol Services, Inc.	Houston, TX	05/17/2019			
Arbor Masters Tree Service (Shawnee Mission Tree Service, Inc.)	Shawnee, KS	05/17/2019			
Aretex	Porter, TX	05/17/2019			

Armsco	Pasadena, TX	05/17/2019			
Arrow Magnolia International Inc.	Dallas, TX	05/17/2019			
ASA Builders, Inc	pasadena, TX	05/17/2019			
Associated Mechanical Services, Inc.	Nederland, TX	05/17/2019			
Athletes World	Midland, TX	05/17/2019			
ATViroTech Inc.	Missouri City, TX	05/17/2019			
Avian Flyaway, Inc.	Rockwall, TX	05/17/2019	Viewed	05/17/2019	
Award America	Spring, TX	05/17/2019			
Aztec Facility Services, Inc.	Houston, TX	05/17/2019			
B & C CONSTRUCTORS, LP	Magnolia, TX	05/17/2019			
Balance Sporting Goods	Marble Falls, TX	05/17/2019			
Bauer Sport Floors, Inc.	Houston, TX	05/17/2019			
Baywood Exterminating Co	Crosby, TX	05/17/2019			
BDK And Associates LLC	Colleyville, TX	05/17/2019			
BE Staffing Solutions LLC	Houston, TX	05/17/2019			
BEASLEY TIRE SERVICE, INC	HOUSTON, TX	05/17/2019			
Belknap Plumbing Systems, Inc.	Houtson, TX	05/17/2019			
BenchMark Facility Solutions, LLC	Dallas, TX	05/17/2019			
Best Green Cleaning	Houston, TX	05/17/2019			
Best Practice Associates, Inc.	Houma, LA		No Bid	06/23/2019	06/23/2019
BEST PRODUCTS COMPANY, INC	Arlington, TX	05/17/2019			
BEVCO Consultants, LLC	Houston, TX	05/17/2019			
BidDesk Analytics	Lincoln Park, NJ	05/17/2019			
Big Country School Supply LLC	Abilene, TX	05/17/2019			
Big Frog Custom T-Shirt & More of Humble (LunLun Angel Enterprise LLC)	Humble, TX	05/17/2019			
Big Tex Pool Supplies (Rommelmann Enterprises, LLC)	Houston, TX		Viewed	06/12/2019	
Bill Fritz Sports Corporation	APEX, NC	05/17/2019			
BioSafe Systems, LLC	East Hartford, CT	05/17/2019			
Blackland Glass & Construction	Greenville, TX	05/17/2019			
Blue Northern Air Condoitioning Incorporated	Channelview, TX	05/17/2019			
Bluegrass Maintenance, Inc.	Katy, TX	05/17/2019			
BluGreen Pest Control	Wallis, TX	05/17/2019			
Bob Johnson & Associates	Houston, TX	05/17/2019			
Bobcat Plumbing	Houston, TX	05/17/2019			
Bolo Stick LLC	Warren, OH	05/17/2019			
Branded Pest Defense LLC.	Magnolia, TX	05/17/2019			
BRB Supply	Houston, TX	05/17/2019			
BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	05/17/2019			
Brentwood Marketing, LLC	Spring, TX	05/17/2019			
Britain Electric	Houston, TX	05/17/2019			
Brookway Horticultural Services, Inc.	Houston, TX	05/17/2019			
BSN Sports, LLC (Varsity Brands Holding Co., Inc.)	Dallas, TX	05/17/2019			
BUDDY'S ALL STARS	BURBANK, CA	05/17/2019			
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	Houston, TX	05/17/2019	Viewed	07/02/2019	
BUGCO Pest Control (The Original Bug Company LLC)	Richmond, TX	05/17/2019	Submitted	07/02/2019	07/02/2019
Bugtime	Humble, TX	05/17/2019	Viewed	05/17/2019	
Building Air Quality (BAQ Incorporated)	The Woodlands, TX	05/17/2019			
Building Material Supply, Inc.	Austin, TX	05/17/2019			
Burkett Business	Liberty Hill, TX	05/17/2019			
BVI Resources (BEAUTIFUL VENTURES INC)	HOUSTON, TX		Viewed	05/30/2019	
BWA Reps, Inc.	Mansfield, TX	05/17/2019			
C & H Transportation (Houston Bus Service)	Houston, TX		No Bid	06/19/2019	06/19/2019
C&B ELECTRIC & A/C SERVICES	McAllen, TX	05/17/2019			
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX		No Bid	06/05/2019	06/05/2019
Caliburnus Services, LLC	Papillion, NE	05/17/2019	Viewed	05/17/2019	
Cannon Sports Inc	burbank, CA	05/17/2019			
CarbPure Technologies, LLC	Littleton, CO	05/17/2019			
CCP INDUSTRIES (The Tranzonic Companies)	Richmond Heights, OH	05/17/2019			
CDJ JONES LLC (Cubes Office Services)	Houston, TX	05/17/2019			
CDM Contracting Services	Brownsville, TX	05/17/2019			
cen-tex irrigation systems inc.	waco, TX	05/17/2019			

Central Landscape and Maintenance	Houston, TX	05/17/2019			
Century Products LLC (Century LLC)	Greensboro, NC	05/17/2019			
CGT Farm Management	CONVERSE, TX	05/17/2019			
Chavez Service Companies, Inc. (.)	Houston, TX	05/17/2019			
Chem-Aqua Inc	Irving, TX	05/17/2019	Viewed	05/20/2019	
Chembrite Facility Solutions817	Oklahoma City, OK		No Bid	05/30/2019	05/30/2019
ChemCal (U.S. Water Services, Inc.)	St. Michael, MN	05/17/2019			
Child Care Associates	FORT WORTH, TX	05/17/2019			
CITY SUPPLY CO. INC.	Houston, TX	05/17/2019			
Clean and Green Solutions (EGR Exterior Services, LLC)	Porter, TX	05/17/2019			
Cleanbay Inc	houston, TX	05/17/2019			
cleaningessence LLC	HOUSTON, TX	05/17/2019			
Clever Items	Arlington, TX	05/17/2019			
Coach Drew's Basketball Camp (Andrew Frieson)	Houston, TX	05/17/2019			
Collins Sports Medicine (W.L. Collins Corp)	Raynham, MA	05/17/2019			
Combined Refrigeration Resources, Inc.	Humble, TX	05/17/2019			
Comflow Mechanical Services	Houston, TX	05/17/2019			
Complete Companies Inc	Salisbury, NH	05/17/2019			
Complete Landscapes, Inc.	Austin, TX	05/17/2019			
Construction Journal	Stuart, FL	05/17/2019	Viewed	05/20/2019	
Continuum Restoration Services, LLC	Lafayette, LA	05/17/2019			
Copesan Services (dba) Wil-Kil Pest Control	Sun Prairie, WI	05/17/2019			
CORE construction services of Texas, Inc.	Frisco, TX	05/17/2019			
Core pestcontrol (Jonathan Tullos)	webster, TX	05/17/2019			
Cornerstone Maintenance and Landscaping	Friendswood, TX	05/17/2019			
coyle's pest control, inc	fresno, TX	05/17/2019			
Cravens MaGouirk Mechanical LLC	Gainesville, TX	05/17/2019			
Crimson Vision Enterprises	Dickinson, TX	05/17/2019			
Crystal Facility Solutions	Houston, TX	05/17/2019			
CVS Pharmacy, Inc.	Woonsocket, RI	05/17/2019			
Cypress Creek Pest Control, Inc.	Houston, TX	05/17/2019			
Dale Dobbins	houston, TX	05/17/2019			
Danny's Laundry Service	Pasadena, TX	05/17/2019			
Daystar Services	Houston, TX	05/17/2019	Viewed	05/17/2019	
Dean E. Norris, Inc.	Wichita, KS	05/17/2019			
DeAngelo Brothers LLC	Hazleton, PA	05/17/2019			
Diann Zackery dba: The Lysander Element	Grapeland, TX	05/17/2019			
Dietel Company LLC	Houston, TX	05/17/2019			
Dive Quarters Inc	Virginia Beach, VA	05/17/2019			
DL Stone Enterprises, LLC (Stone Enterprises)	Garden Ridge, TX	05/17/2019			
Dr. Mary E. White International, LLC	Houston, TX		No Bid	06/14/2019	06/14/2019
DryLet Technologies, Inc.	Prosper, TX	05/17/2019			
Dynamic Fitness & Strength	Eau Claire, WI	05/17/2019			
Earl P. Forbrich, Jr. Inc	San Antonio, TX	05/17/2019			
Earthwise Termite and Pest	Tomball, TX	05/17/2019	Viewed	06/07/2019	
Eastbay	Wausau, WI	05/17/2019			
Eco Care Commercial Cleaning (Five\$tar Promotions)	Houston, TX	05/17/2019			
Ecolab Inc.	St Paul, MN	05/17/2019	Viewed	06/10/2019	
EDEL Roofing & Construction Inc.	Edinburg, TX	05/17/2019			
Eggelhof Inc.	Houston, TX	05/17/2019			
Eillac Supply CO (Ricky Small)	Houston, TX	05/17/2019			
Elite and Complete Services	Houston, TX	05/17/2019			
Elite Pumps & Mechanical Services, LLC	Houston, TX	05/17/2019			
Elite Water and Coffee	Ridgeland, MS	05/17/2019			
E-Logic, Inc.	Washington, DC	05/17/2019			
Ema Sport Solutions (Jhon Mario Madrigal)	Missouri city, TX	05/17/2019			
EmbroidMe Northwest Houston (Holliman-Wrenn, Inc.)	Houston, TX	05/17/2019			
Emerald Landscaping and Sprinklers (Oscar Javier Barron)	San Antonio, TX	05/17/2019			
Encore Group (Encore Lawn and Landscape of Greater Houston LLC)	Houston, TX	05/17/2019			
Encore Industrial Products, LLC	Houston, TX	05/17/2019			
Ensystex, Inc.	Fayetteville, NC	05/17/2019			
ENTRAM CORP	PORT CHARLOTTE, FL	05/17/2019			

Envirotech Water Treatment, LLC	Colleyville, TX	05/17/2019			
Esix Sportswear Inc.	Arlington, TX	05/17/2019			
Essential Wellness and Balance	Missouri City, TX	05/17/2019			
Evco Partners LP dba Burgoon Company	Galveston, TX	05/17/2019	Viewed	06/12/2019	
Evoqua Water Technologies LLC	Houston, TX	05/17/2019			
Evr-Green, LLC	Lake Jackson, TX	05/17/2019			
Excel Medical Waste	Houston, TX	05/17/2019			
ExerPlay, Inc	Cedar Crest, NM	05/17/2019			
Exterior Creations Inc	Houston, TX	05/17/2019			
FACILITIES INTEGRATED SOLUTIONS & CONSULTING LLC	CYPRESS, TX	05/17/2019			
Facility Response Group	San Marcos, TX	05/17/2019			
Fastenal Company	Winona, MN	05/17/2019			
Fielder's Choice, Inc.	Houston, TX	05/17/2019	No Bid	06/10/2019	06/24/2019
FIRST NATIONAL HOMES,INC.	HUMBLE, TX	05/17/2019			
First to the Finish	Carlinville, TX	05/17/2019			
Flaghouse Inc	Hasbrouck Heights, NJ	05/17/2019			
Flicgroup (Federal lighting illumination capital)	Southlake, TX	05/17/2019			
FMSG (Facilities Management Services Group)	St. Louis, MO	05/17/2019			
Forever Blossom, LLC	Houston, TX	05/17/2019			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	05/17/2019			
Fort Bend Services, Inc. (Faber)	STAFFORD, TX	05/17/2019	Viewed	05/17/2019	
freeport auto supply (bellfort auto supply inc.)	houston, TX	05/17/2019			
Freys Landscape LLC	orange, TX	05/17/2019			
G & G Discount Pest & Termite (Gilbert T Gonzales)	Sinton, TX	05/17/2019			
GameBreaker Inc.	Westlake Village, CA	05/17/2019			
GBI INK / PRINTING & PROMOTIONS (GBI ENTERPRISES)	CONROE, TX	05/17/2019			
GC3 Specialty Chemicals, Inc.	Houston, TX	05/17/2019			
Geaux Crates & Storage, LLC	Houston, TX, TX	05/17/2019			
General Sports Surfaces LLC	Fort Worth, TX	05/17/2019			
GeoSolutions, Inc. (Southwest GeoSolutions, Inc.)	Austin, TX	05/17/2019			
GermBlast (Infection Controls, Inc.)	Lubbock, TX	05/17/2019			
Global Disaster Services, Inc.	Beaumont, TX	05/17/2019			
Global Equipment Company Inc. (Global Industrial, Global Industrial Equipment)	Buford, GA	05/17/2019			
Global Waste Services LLC	Houston, TX	05/17/2019			
Globe Office Products	Houston, TX	05/17/2019			
GMP Media Group	Atlanta, GA	05/17/2019			
Gopher Sport (The Prophet Corporation)	Owatonna, MN	05/17/2019			
Grassroots Construction & Maintenance LLC	Houston, TX	05/17/2019			
Graybar Electric Company, Inc.	St Louis, MO	05/17/2019			
Green Site, LLC	Elkridge, MD	05/17/2019			
Greywater Holding LLC dba X8 Environmental	LUBBOCK, TX	05/17/2019			
GSI Highway	Dallas, TX	05/17/2019			
GTECHSPORT	San Ramon, CA	05/17/2019			
GuardTech Pest Management, Inc.	Beaumont, TX	05/17/2019			
Gulf Coast Athletic Supply	Sugar Land, TX	05/17/2019			
Gulf Coast Nut & Bolt LLC	Corpus Christi, TX	05/17/2019			
Gulf Coast Washing Systems, LLC.	Houston, TX	05/17/2019			
Gulf States Laundry Machinery	Houston, TX	05/17/2019			
Gulftex (B J Interest, Inc.)	Houston, TX	05/17/2019			
H and H Landscape Services LLC	Waller, TX	05/17/2019			
Hammond Land Development, LLC	Victoria, TX	05/17/2019			
hardwareandtools.com (Hardware and Tools Corp.)	Winchester, VA	05/17/2019			
Haynes Mechanical Systems, Inc.	Greenwood Village, CO	05/17/2019			
Heart Nation Inc	Humble, TX	05/17/2019			
Hill Country Computer (HCC)	Waxahachie, TX	05/17/2019			
Hobart Service (ITW)	Troy, OH	05/17/2019			
Holder's Pest Solutions (Copesan Services Inc. dba Holder's Pest Control)	Menomonee Falls, WI	05/17/2019	Submitted	06/27/2019	06/27/2019
HOMETOWN HARDWARE (SCHIEL ENTERPRISE INC.)	WALLER, TX	05/17/2019			
Honesty Construction Group (HCG Management LLC)	Manvel, TX	05/17/2019			

Honeywell International Inc.	Morristown, NJ	05/17/2019		
Horns Crew Trucking (Alvin Horn)	Longview, TX	05/17/2019		
Hotsy South Texas (Hustlin South Texas LLC)	San Antonio, TX	05/17/2019		
Houston Astros	Houston, TX	05/17/2019		
Houston E.A Foundation	Houston, TX	05/17/2019		
Houston Elite Risk Management (T.R. Grace & Company, Inc.)	Houston, TX	05/17/2019		
Houston North Air Conditioning Inc	Houston, TX	05/17/2019		
Houston Swimming Academy	Houston, TX	05/17/2019		
Hou-Tex Glass & Mirror Co (Hou Tex Newnom Inc.)	Houston, TX	05/17/2019		
Hunton Services (HVAC Mechanical Services of Texas LTD)	Houston, TX	05/17/2019		
Husmann Corporation (Husmann Service Corporation)	Houston, TX	05/17/2019		
Hycos Building Maintenance	Houston, TX	05/17/2019		
HydroTech Solutions	Fort Worth, TX	05/17/2019		
Hydrozone Landscape Corporation	Baytown, TX	05/17/2019		
HYPE, LLC	COLUMBUS, OH	05/17/2019		
ICC Thermal Mapping and Data Analytcs (Infrared Concepts Corporation)	Maitland, FL	05/17/2019		
Imbue Cleaning Solutions	Augusta, GA	05/17/2019		
INFINITY CONTRACTORS INT'L LTD	FORT WORTH, TX	05/17/2019		
Integrity Operations	Katy, TX	05/17/2019		
Integrity Pipeline Services	Pearland, TX	05/17/2019		
International Promotional Ideas Inc.	Elk Grove Village , IL	05/17/2019		
Interstate Restoration LLC	Fort Worth, TX	05/17/2019		
ISI COMMERCIAL REFRIGERATION, INC	Lewisville, TX		Viewed	07/01/2019
J & D Mowing Services	Houston, TX	05/17/2019		
JAMYKY LLC	Sugar Land, TX	05/17/2019		
JAVACCS, LLC	Humble, TX	05/17/2019		
JBRI Construction Services, LLC	Pinehurst, TX	05/17/2019		
Jeffrey's Landscaping	Harlingen, TX	05/17/2019		
JEGAS Construction	Houston, TX	05/17/2019		
JERICO FOUNDATION REPAIR	HOUSTON, TX	05/17/2019		
Jerry Gaither Enterprise	HOUSTON, TX	05/17/2019		
JERRY'S SPORTING GOODS	WICHITA FALLS, TX	05/17/2019		
Jet Industrial Service Group	Vidor, TX	05/17/2019		
JKAJ SERVICE CORP, LLC	Houston, TX	05/17/2019		
JS&D Sports Development Outreach Ministries	Humble, TX	05/17/2019		
JUST CONSTRUCTION	Houston, TX	05/17/2019		
Jv-janitorial	Fortworth, TX	05/17/2019		
K & R MECHANICAL	Houston, TX	05/17/2019		
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	05/17/2019		
KIKO Construction (KIKOCon, Inc.)	Harlingen, TX	05/17/2019		
Knorr Systems, Inc	Santa Ana, CA	05/17/2019		
Koch Filter Corporation	Louisville, KY	05/17/2019		
KR Allen Construction, LLC	Bacliff, TX	05/17/2019		
Kraftsman Commercial Playgrounds and Water Parks (Kraftsman LP)	Spring, TX	05/17/2019		
Kriston Construction Company Inc	Beaumont, TX	05/17/2019		
Ksee Designs (Seeds and Water) (Ksee Designs)	Kingwood, TX	05/17/2019		
KYA Services, LLC	Santa Ana, CA	05/17/2019		
L&S Associates, LLC	Montgomery, TX	05/17/2019		
Lake Air Interiors (Focused Contractor Services)	Waco, TX	05/17/2019		
Lange Distributing Company Incorporated	Bryan, TX	05/17/2019		
Lange Mechanical Services, L.P.	Houston, TX	05/17/2019		
Laser Imaging (Hallmarks Laser Imaging)	Houston, TX	05/17/2019		
LBNM Corporation	Richmond, TX	05/17/2019	Viewed	06/11/2019
Learn, Play and Discover Academy	Crosby, TX	05/17/2019		
Leather Only Products	Houston, TX	05/17/2019		
Leslie's Swimming Pool Supplies (Leslie's Poolmart Inc.)	Phoenix, AZ	05/17/2019	Unsubmitted	07/02/2019
Levys On The Run Landscaping & Janitorial Services LLC	baton rouge, LA	05/17/2019		
Link Staffing Services (Stafflink, Inc.)	Houston, TX	05/17/2019		
Living Earth (THE LETCO Group LLC)	Dallas, TX	05/17/2019		

Longhorn Inc.	Dallas, TX	05/17/2019		
Lowes Companies Inc	Mooresville, NC	05/17/2019		
L-Sync, LLC	Grand Prairie, TX	05/17/2019		
Luchazie Construction (Luchazie General Store and Restaurant dba Luchazie Construction)	San Diego, TX	05/17/2019		
M & M Apparel (Graff Gand Monograms & More)	College Station, TX	05/17/2019		
M. K. Garrett Inc.	San Antonio, TX	05/17/2019		
Magnum Air Inc	Montgomery, TX	05/17/2019		
Magnus Procurement & Logistic Solution Inc (Magnus)	Irving, TX	05/17/2019		
Maldonado Nursery & Landscaping, Inc.	San Antonio, TX	05/17/2019		
Manning Engineering	La Porte, TX	05/17/2019		
Master Jiu-jitsu Academy (Master Jiu-jitsu Academy LLC)	HOUSTON, TX	05/17/2019		
Master Pitch LLC	Kansas City, MO	05/17/2019		
Mata Boxing Promotions- MBP (Jason Mata)	SAN ANTONIO, TX	05/17/2019		
Mats Unlimited	Terrell, TX	05/17/2019		
MAVICH	Southlake, TX	05/17/2019		
Mayfield Paper Co	San Angelo, TX	05/17/2019		
McGraw-Hill Construction /Dodge Reports	Arlington, TX	05/17/2019		
MCS Enterprises	Houston, TX	05/17/2019		
Medwheels Inc	San Antonio, TX	05/17/2019		
Metropolitan Landscape Management, Inc (Thompson Companies Inc)	Spring, TX	05/17/2019		
Miracle Method of Austin (Nartor Associates Inc)	Austin, TX	05/17/2019		
MJR EDUCATIONAL SUPPLIES	Houston, TX	05/17/2019		
MMS-TX GROUP, LLC	PORTER, TX	05/17/2019		
Modern Pest Control	Katy, TX	05/17/2019		
Moebetter Pest Control	Houston, TX	05/17/2019		
MOMAR, INC	Atlanta, GA	05/17/2019		
Monocoque Diversified Interest	Austin, TX	05/17/2019		
Moore Supply Company (Hajoca)	Houston, TX	05/17/2019		
Morris Boiler Service (JEMDSI, Inc.)	Mercedes, TX	05/17/2019		
Mosquito Joe of NW Houston (KPCo, Inc.)	Magnolia, TX	05/17/2019	Viewed	06/07/2019
MSC Industrial Supply (Sid Tool Co.)	Melville, NY	05/17/2019		
MTC Exterior Maintenance	Richmond, TX	05/17/2019		
Mtech (Mechanical Technical Services, Inc.)	Austin, TX	05/17/2019		
MultiDrain Systems, Inc.	Statesville, NC	05/17/2019		
My Green Garden	Mission, TX	05/17/2019		
Myron Mcdowell Construction	Dayton, TX	05/17/2019		
NAH Sports Flooring, LLC	Houston, TX	05/17/2019		
Nasco (Nasco Education LLC)	Fort Atkinson, WI	05/17/2019		
NEIL TECHNICAL SERVICES CORP	houston, TX	05/17/2019		
Nelson Plant Food Corp	Bellville, TX	05/17/2019		
Nelson Turf Services (Nelson Sports Turf)	houston, TX	05/17/2019		
New Earth Inc	San Antonio, TX	05/17/2019		
NIGHTLOCK (Taylor Brothers Door Lock, LLC.)	Mount Morris, MI	05/17/2019		
NO EGO APPAREL (NO EGO INC)	AUSTIN, TX	05/17/2019		
North Houston Athletics	Magnolia, TX	05/17/2019		
Nuemman (Nuemman LLC)	Mckinney, TX	05/17/2019		
NVS Corporate Services, Inc.	Brownsville, TX	05/17/2019		
Oasis Apparel (Dioz Group)	North Hollywood, CA	05/17/2019		
OBELLO, INC	Dallas, TX	05/17/2019		
OfficePro Supply Company LLC	HOUSTON, TX	05/17/2019		
Omega Engineers, Inc.	Houston, TX	05/17/2019		
Omega Roofing & Construction	Houston, TX	05/17/2019		
OSLIN NATION CO. (BABTEX d/b/a/ OSLIN NATION CO.)	Arlington, TX	05/17/2019		
Palacios Marine & Industrial Coatings, Inc.	Palacios, TX	05/17/2019		
Palos Sports, Inc	Alsip, IL	05/17/2019		
PCJ Consultants Inc.	Rosharon, TX	05/17/2019		
Pest Management Inc.	Austin, TX	05/17/2019		
PestBear.com (Security Pest Inc. dba PestBear Company)	Tampa, FL	05/17/2019		
Pestmaster Services	Bishop, CA	05/17/2019		
PHD Resources & Taxes	Houston, TX	05/17/2019		
Pied Piper Pest Control	San Antonio, TX	05/17/2019		

Poolsure (Commercial Chemical Products, Inc.)	Houston, TX	05/17/2019	Viewed	05/20/2019
Power Field Services (Marine Connection Services, Inc.)	Dickinson, TX	05/17/2019		
Precision Concrete Cutting (Precision Concrete Cutting Of Oklahoma LLC)	Mustang, OK	05/17/2019		
Precision Management Solution Inc.	Ellenwood, GA	05/17/2019		
Premier Shade Design, LLC (Muse)	San Antonio, TX	05/17/2019		
Premier Wireless	Stafford, TX		Viewed	05/20/2019
Preschool Express Learning Academy	Humble, TX	05/17/2019		
Prestigious Sports Outfitters (Rogers)	McKinney, TX	05/17/2019		
Presto-X Commercial Pest Control (J.C. Ehrlich Co, Inc)	Houston, TX	05/17/2019		
Prime Central Store (Waretrack, Inc.)	HOUSTON, TX	05/17/2019		
Prime Facility Services Group, Inc.	Houston, TX	05/17/2019		
Prime Maintenance & Construction	Alice, TX	05/17/2019		
Prime Vendor Inc.	Wilmington, NC		Viewed	05/20/2019
Principle Information Technology	Houston, TX	05/17/2019		
Pro Tech Mechanical, Inc	Corpus Christi, TX	05/17/2019		
Producers Co-op Trailers (La Vernia Country Store)	new braunfels, TX	05/17/2019		
ProGreen Landscape Solutions (Proficient Green Landscape Solutions, Inc)	huntsville, TX	05/17/2019		
PROJAN (USA) Inc.	Houston, TX	05/17/2019		
ProSport Logistics	Springdale, AR	05/17/2019		
Pro-Tech Facility Restoration, LLC	Sugar Land, TX	05/17/2019		
Providence Office Products LLC	Conroe, TX	05/17/2019		
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	TAMPA, FL	05/17/2019		
Quality MRO (Price Global Logistics, LLC)	Allen, TX	05/17/2019		
Quench USA	King of Prussia, PA	05/17/2019		
R&K Commercial Aquatic Services	Tomball, TX	05/17/2019		
R&R Material Supply Co., Inc	Houston, TX	05/17/2019		
R.E.C. Industries, Inc.	College Station, TX	05/17/2019		
Rainbow Water Purification	Houston, TX	05/17/2019		
Ramos & Harrison	Corpus Christi, TX	05/17/2019		
RCK Equipment Solutions (Curtis Collins and Katina Collins)	Cleveland, TX	05/17/2019		
Ready Tee	Harlingen, TX	05/17/2019		
Recreation Equipment Company	Spring Branch, TX	05/17/2019		
Refrigeration Technologies, LLC	Pottstown, PA	05/17/2019		
Revitalize Maintenance, LLC	Houston, TX	05/17/2019		
RFx Analyst, Inc.	Dover, DE	05/17/2019	Viewed	06/22/2019
Ridley's Vacuum & Janitorial Supply (Cordell Inc)	Houston, TX	05/17/2019		
Right Choice Materials Company	Houston, TX	05/17/2019		
Right Now Termite & Pest Control (Dannie Liggans)	Houston, TX	05/17/2019	Viewed	05/21/2019
Rio Paper & Supply LLC	Pharr, TX	05/17/2019		
RKD Enterprise	Humble, TX	05/17/2019		
Rollins, Inc (Orkin, LLC)	Atlanta, GA	05/17/2019		
RS3 Turf	round rock, TX	05/17/2019		
SAB Industries LLC	Houston, TX	05/17/2019		
San Jacinto Environmental Supplies (San Jacinto Capital Corporation)	Houston, TX	05/17/2019		
Schneider Electric Buildings Americas (Schneider Electric SA)	Carrollton, TX	05/17/2019		
Science of Sport	Tucson, AZ	05/17/2019		
Scoreboard Sports, LLC	Bountiful, UT	05/17/2019		
Scorpion Pest & Termite Control	Bedias, TX	05/17/2019		
Seneca Mechanical LLC	Nolanville, TX	05/17/2019		
ServiceMaster by Centex (CSTR Services LLC)	Waco, TX	05/17/2019		
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Kingwood, TX	05/17/2019		
SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)	North Versailles, PA	05/17/2019		
SETEX Facilities & Maintenance, LLC	Beaumont, TX	05/17/2019		
Seyforth Services (Seyforth Services Inc)	Dallas, TX	05/17/2019		
Shawnee Trees, LLC	Katy, TX	05/17/2019		



SHC Sports (SHC Holdings LLC)	Cottonwood Falls, KS	05/17/2019			
Shepard Forest (4325 Costa Rica, LLC DBA Shepard Forest)	Houston, TX	05/17/2019			
SIGN SOLUTIONS, INC	TOMBALL, TX	05/17/2019			
SILVERSAND SERVICES, INC.	Houston, TX	05/17/2019			
Simplot Partners (J.R. Simplot Company)	Los Angeles, CA	05/17/2019	Submitted	07/02/2019	07/02/2019
Sims Grass Inc.	Bedford, TX	05/17/2019			
Sky Spotless Cleaners (ADAM NAMAL)	Katy, TX	05/17/2019			
SMARTOX	Irving, TX	05/17/2019			
Smartscaping, LLC	Houston, TX	05/17/2019			
Solidarity Contracting llc	houston, TX	05/17/2019			
Solutions Stores	Pasadena, TX	05/17/2019			
SOUTH TEXAS PUMP INC	WESLACO, TX	05/17/2019			
Southeast Technical Solutions	League City, TX	05/17/2019			
SOUTHERN ICE EQUIPMENT DISTRIBUTORS	LAFAYETTE, LA	05/17/2019			
SOUTHWEST WHOLESALE LLC	HOUSTON, TX	05/17/2019			
SPECIAL TOUCH LANDSCAPING (PERSONAL TOUCH MANAGEMENT INC.)	HOUSTON, TX	05/17/2019			
Sports Authority (TSA Stores, Inc)	Englewood, CO	05/17/2019			
Sports Field Holdings DBA Sports Field Solutions	Dallas, TX	05/17/2019			
Spur Employment, Inc.	HUNTSVILLE, AL	05/17/2019			
SSCI Environmental (Separation Systems Consultants, Inc.)	Houston, TX	05/17/2019			
Stanley Convergent Security	Houston, TX	05/17/2019			
State Industrial Products	Mayfield Heights., OH	05/17/2019			
Strategic Partnerships, Inc.	Austin, TX	05/17/2019			
STRAUS SYSTEMS INC	STAFFORD, TX	05/17/2019			
Suburban Land Services, LLC	Richmond, TX	05/17/2019	Viewed	05/17/2019	
Sunrise Construction (Santa Fe Sunrise Construction)	Alvin, TX	05/17/2019			
Supply Works (Interline Brands)	Jacksonville, FL	05/17/2019			
SV Multi-Services, LLC	Houston, TX	05/17/2019			
Swim Shops of the Southwest (Aquatic Ventures, Inc)	Spring, TX	05/17/2019			
T9 Sports	Los Fresnos, TX	05/17/2019			
Taylor'd (Taylor'd Diving Inc)	Farmersville, TX	05/17/2019			
Team Express (Concourse Team Express LLC)	San Antonio, TX	05/17/2019			
TEC Sports	College Station, TX	05/17/2019			
Techno Mechanical Solutions, LLC	Austin, TX	05/17/2019			
Tellepsen Builders	Houston, TX	05/17/2019			
Terminix International Company, L.P.	Memphis, TN	05/17/2019			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	05/17/2019			
Texas Groundworks Management, Inc.	Houston, TX	05/17/2019			
TEXAS LANDSCAPE CO (RZV Ltd, Co.)	HOUSTON, TX	05/17/2019			
Texas Motion Sports LLC	Richardson, TX	05/17/2019			
Texas Striping and Curb Appeal (Lamont Lagrone)	Houston, TX	05/17/2019			
Texas Tree Team (Intermodal Facility & Maintenance, Inc.)	Baytown, TX	05/17/2019			
The Baptiste Group LLC	Locust Grove, GA	05/17/2019			
The Comfort King (Gideon Lynn LLC)	Conroe, TX	05/17/2019			
The Everett Group (Sonja Hunter)	Houston, TX	05/17/2019			
The Filter Man LLC	New Caney, TX	05/17/2019			
The Heart of God Restoration Ministry	Houston, TX	05/17/2019			
The J Paul Company	Lewisville, TX	05/17/2019			
The Ombudsmen Group	Cibolo, TX	05/17/2019			
The Safeguard System Inc. (Safeguard System Inc.)	Corpus Christi, TX	05/17/2019			
Tico Telehealth Inc.	Austin, TX	05/17/2019			
TMB Screen Printing & Embroidery Spring	Spring, TX	05/17/2019			
Total Boiler & Mechanical, LLC	Liverpool, TX	05/17/2019			
total maintenance	somerset, TX	05/17/2019			
Total Team Companies, LLC	Houston, TX	05/17/2019			
Transcare llc	Houston, TX	05/17/2019			
Triple S (Standardized Sanitation Systems, Inc.)	Billerica, MA	05/17/2019			
Tri-State Mechanical	League City, TX	05/17/2019			

TruGreen LawnCare	Houston, TX	05/17/2019			
Truly Nolen of America, Inc.	Tucson, AZ	05/17/2019			
TRW MODERNFOLD CO., INC.	HOUSTON, TX	05/17/2019			
Turner Power and Construction, LLC (Turner Power Systems and Concractors, LLC)	Houston, TX	05/17/2019			
U.S. Underwater Services, LLC	Mansfield, TX	05/17/2019			
UNBEATABLE SALE INC	LAKEWOOD, NJ	05/17/2019			
UniFirst Corporation	Corpus Christi, TX	05/17/2019			
US Specialty Coatings	Alpharetta, GA	05/17/2019			
USA Pools of TX	Roswell, GA	05/17/2019			
Utturn Concepts Inc	Houston, TX	05/17/2019			
V R Promotions LLC	Fort Worth, TX	05/17/2019			
Varsity Impact (Varsity Brands Holding Co., Inc.)	Memphis, TN	05/17/2019			
Versacor Enterprises, LLC	Southlake, TX	05/17/2019			
Virtual Builders Exchange	San Antonio, TX	05/17/2019			
Visual Arts Productions	Houston, TX	05/17/2019			
Voceon Digital Radio Communications	Houston, TX	05/17/2019			
Vortex Colorado	Irvine, CA	05/17/2019			
VS Athletics	San Luis Obispo, CA	05/17/2019			
Walker's Empire Services	houston, TX	05/17/2019			
Waste Systems Equipment Inc	Houston, TX	05/17/2019			
Water Treatment Services Inc. (W.T.S. Inc.)	Alexander, AR	05/17/2019			
WaterLogic USA	Newark, DE	05/17/2019			
Watt Landscaping (Watt Family Enterprises)	Houston, TX	05/17/2019			
Way Engineering LTD	Houston, TX	05/17/2019			
WCD Enterprises, LLC	Scottsdale, AZ	05/17/2019			
Werk U Out training	alvin, TX	05/17/2019			
Westco Grounds Maintenance, Inc	Houston, TX	05/17/2019			
Western Horticultural Services, LP	Houston, TX	05/17/2019			
Whitener Enterprises, Inc	Conroe, TX	05/17/2019			
Willbanks & Associates, Inc.	Houston, TX	05/17/2019			
Winfield (Winfield Solutions LLC)	Houston, TX	05/17/2019	Submitted	05/21/2019	05/21/2019
World Technical Services, Inc.	San Antonio, TX	05/17/2019			
Worldwide Power Products	Houston, TX	05/17/2019			
Worth Hydrochem of Houston (BRKym, Inc.)	Houston, TX	05/17/2019			
XACTRAK	Rockwall, TX	05/17/2019			
xpedx (xpedx, a division of International Paper Company, a New York corporation)	Houston, TX	05/17/2019			
xtremetees embroidery and printing	San Juan, TX	05/17/2019			
Yellowstone (BIO Landscape & Maintenance, Inc.)	Houston, TX	05/17/2019			
Yes America Enterprises (Yes America Now, Inc)	Stafford, TX	05/17/2019			
Your Pest Control Company, Inc	Fort Worth, TX	05/17/2019			
Z Smart, LLC	Rockwall, TX	05/17/2019			
Zhou Medical Solutions. LLC	Houston, TX	05/17/2019			

## External Invitations

Invite Email	Auto Approve	Invitation Date	Status	Status Date
office@pestmanagementcorp.com	No	05/31/2019	Invitation Sent	05/31/2019
davida.manning@admin.sc.gov	No	05/17/2019	Invitation Sent	05/17/2019
froseburgh@idoa.in.gov	No	05/17/2019	Invitation Sent	05/17/2019
BEP.CMS@Illinois.gov	No	05/17/2019	Invitation Sent	05/17/2019
reggie.nunnally@massmail.state.ma.us	No	05/17/2019	Invitation Sent	05/17/2019
kristiana.j.oliver@wv.gov	No	05/17/2019	Invitation Sent	05/17/2019
rharris@kansascommerce.com	No	05/17/2019	Invitation Sent	05/17/2019
Celeste.Metcalf@oa.mo.gov	No	05/17/2019	Invitation Sent	05/17/2019
BusinessDevelopment@dgs.ca.gov	No	05/17/2019	Invitation Sent	05/17/2019
DOABDMBD@wisconsin.gov	No	05/17/2019	Invitation Sent	05/17/2019
raleigh.lewis@state.or.us	No	05/17/2019	Invitation Sent	05/17/2019
TSB@dia.iowa.gov	No	05/17/2019	Invitation Sent	05/17/2019
bcovington@mississippi.org	No	05/17/2019	Invitation Sent	05/17/2019
ccanorro@omwbe.wa.gov	No	05/17/2019	Invitation Sent	05/17/2019
Clarence.Mann@adeca.alabama.gov	No	05/17/2019	Invitation Sent	05/17/2019
Lourdes.Zapata@esd.ny.gov	No	05/17/2019	Invitation Sent	05/17/2019
Dennis.English@doa.nc.gov	No	05/17/2019	Invitation Sent	05/17/2019

Charles.Newton@doa.ri.gov	No	05/17/2019	Invitation Sent	05/17/2019
deborah.sacra@state.de.us	No	05/17/2019	Invitation Sent	05/17/2019
todd.mcgonigle@das.state.oh.us	No	05/17/2019	Invitation Sent	05/17/2019
gs-bmwbo@pa.gov	No	05/17/2019	Invitation Sent	05/17/2019
ida.mcperson@dembe.virginia.gov	No	05/17/2019	Invitation Sent	05/17/2019
rachel.snell@cpa.state.tx.us	No	05/17/2019	Invitation Sent	05/17/2019
meg.yetishefsky@ct.gov	No	05/17/2019	Invitation Sent	05/17/2019
mmdhelp.line@state.mn.us	No	05/17/2019	Invitation Sent	05/17/2019
Thad.Fortune@dms.myflorida.com	No	05/17/2019	Invitation Sent	05/17/2019

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### Participant Detail

#### 23 THRU ME LLC (23 THRU ME)

Address PO Box 91547 Participation Type: Active Supplier  
Houston, TX 77291

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) laquedadavis@gmail.com

#### 2Tier Wholesalers

Address 6022 Jester Drive Participation Type: Active Supplier  
Garland, TX 75044

Classifications MBE,SBE,HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) donnie@2tierwholesaleinc.com

#### 365 Paving & Construction LLC

Address 1618 E. Griffin Parkway Participation Type: Active Supplier  
Mission, TX 78572

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) 365paving@gmail.com

#### 3G Chemical Solutions, LLC

Address 401 19TH ST N Participation Type: Active Supplier  
Bessemer, AL 35020

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sales@3gchemicalsolutions.com

#### 4.0 GPA

Address P.O Box 940514 Participation Type: Active Supplier  
Houston, TX 77094

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) keculah@40gpa.com

#### A Better Resolutions, LLC

Address 4240 Hwy 6 N Participation Type: Active Supplier  
Houston, TX 77084

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@abetterresolutions.com

A&M Executive Services LLC

Address 280 Merchants Drive Participation Type: Active Supplier  
Dallas, GA 30132

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@amexecservices.com

AAA Painting

Address 6005 Westview Rd. Participation Type: Active Supplier  
Houston, TX 77055

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s)

ABC Home & Commercial Services

Address 8448 N. Sam Houston Parkway Participation Type: Active Supplier  
Houston, TX 77064

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rodney@goanteater.com

ABC Medical Equipment Inc.

Address 3517 Avenue I Participation Type: Active Supplier  
Rosenberg, TX 77471

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) abc\_meds@yahoo.com

ABM Facility Services

Address 3800 Buffalo Speedway Participation Type: Active Supplier  
Houston, TX 77098

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rick.wood@abm.com

Addikshun Athleik Apparel (Dream Big Think Smart Marketing)

Address 2450 Louisiana St. Participation Type: Active Supplier  
Houston, TX 77006

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sales@addikshunathletiks.com

advanced fleet maintenance

Address po box 2004 Participation Type: Active Supplier  
Cleveland, TX 77328

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) richard@afmdpfcleaning.com

Advantage office products

Address 5722 Bingle Suite B Houston, TX 77092 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) charlie@youraop.com

Advantage Office Products, LLC

Address 7513 Benbrook Pkwy, Ste 102 Benbrook, TX 76126 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dennis@youradvantageonline.com

AEPS (American Eagle Protective Services)

Address 7700 Chevy Chase Drive Ste. 230 Austin, TX 78752 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rsaenz@aeps.us

AET Environmental (Source Environmental)

Address 2141 Collins Rd., Ste. 701 Denton, TX 76208 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) aaronkint@aetenvironmental.com

Aggieland Construction

Address PO Box 271 Wellborn, TX 77881 Participation Type: Active Supplier

Classifications HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@aggielandconstruction.com

Aggressive Waste Disposal

Address P.O. Box 2286 Humble, TX 77347 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) crystal@aggressivewaste.com

AIS Specialty Products, Inc.

Address P.O. BOX 90 Salt Lake City, UT 84110-0090 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Carleen@specialtyproductsusa.com

Alamo Diving

Address 11844 Bandera Rd  
Helotes, TX 78023 Participation Type: Active Supplier

Classifications HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dewsmitty@sbcglobal.net

Aleco (a div of ES Robbins)

Address P.O. BOX 535401  
ATLANTA, GA 30353-5401 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sfmullikin@aleco.com

ALL AMERICAN SPECIALTY CONSTRUCTION LLC

Address 1780 HURD DRIVE  
IRVING, TX 75038 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mickeyaliff@gmail.com

All Aquatics & Kids Play (All Aquatics & Kids Playgrounds,LLC)

Address 9470 Cossey Road, Suite 300  
Houston, TX 77070 Participation Type: Active Supplier

Classifications MBE (Primary),TIP

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) office@aakpllc.com

All Pro Commercial Services (APC Industries, LLC)

Address 7604 BAKER BLVD  
RICHLAND HILLS, TX 76118 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Pat@allprocstx.com

Allegheny Southwest, Inc.

Address PO Box 784  
Montgomery, TX 77356 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) soren@alleghenysouthwest.com

ALPHA Facilities Solutions

Address 11503 NW Military HWY, Suite 300  
San Antonio, TX 78231 Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Response Status Viewed  
Status Date 06/04/2019

Alpine Water Systems (Alpine Water Systems, LLC)

Address 6351 Hinson St. Participation Type: Active Supplier  
Las Vegas, NV 89118

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) njacobson@alpinewatersystems.com

America Team Sports

Address 904 Business Parkway Participation Type: Active Supplier  
Richardson, TX 75081

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) adam@americatamsports.com

American Institute of Martial Arts

Address PO Box 38792 Participation Type: Active Supplier  
Houston, TX 77238

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) aima7226@hotmail.com

American Specialty Advertising and Promotional Marketing LLC

Address PO Box 1976 Participation Type: Active Supplier  
Allen, TX 75013

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) chris@americanspecialtyadvertising.com

Anderson Hydra Platforms, Inc.

Address 7703 Park Place Rd Participation Type: Active Supplier  
York, SC 29745

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cyndi@inspectabridge.com

Andrew's Janitorial Service, Inc.

Address 5970 Mohican Dr. Participation Type: Active Supplier  
Manteca, CA 95336

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) andrewsjanitorialservice@yahoo.com

AquaKare USA (Jared Jefferson)

Address 11110 Bandlon Drive Participation Type: Active Supplier  
Houston, TX 77072

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) goAquaKare@gmail.com

AquaLogic Water Consulting

Address 16238 Highway 620 Participation Type: Active Supplier  
Austin, TX 78717

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bwendt@aqualogicwc.com

Aquatrol Services, Inc.

Address PO Box 91537 Participation Type: Active Supplier  
Houston, TX 77291

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mskip@aquatrolservices.com

Arbor Masters Tree Service (Shawnee Mission Tree Service, Inc.)

Address 1201 Minters Chapel Road #304 Participation Type: Active Supplier  
Grapevine, TX 76051

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jhager@arbormasters.com

Aretex

Address 22341 East Hammond Drive Participation Type: Active Supplier  
Porter, TX 77365

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) aretexsales@Hotmail.com

Armsco

Address 2300 Pasadena Frwy Participation Type: Active Supplier  
Pasadena, TX 77506

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) the1armscompany@gmail.com

Arrow Magnolia International Inc.

Address P.O. Box 59089 Participation Type: Active Supplier  
Dallas, TX 75229

Classifications MBE,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cshaw@arrowmagnolia.com

ASA Builders, Inc

Address 2628 E Sam Pkwy S Participation Type: Active Supplier  
pasadena, TX 77503

Classifications SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) huntingtexas@sbcglobal.net



Associated Mechanical Services, Inc.

Address 1635 Industrial Park Rd  
Nederland, TX 77627 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) JWEBER@AMSITX.COM

Athletes World

Address 2040 W. Cuthbert Ave  
Midland, TX 79701 Participation Type: Active Supplier

Classifications TAS,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jack@stadiumsportsusa.com

ATViroTech Inc.

Address 1918 Mackenzie Way  
Missouri City, TX 77489 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) altownsend@atvirotech.com

Avian Flyaway, Inc.

Address 510 Turtle Cove Blvd, STE 109  
Rockwall, TX 75087 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Lloyd@Avianflyawayinc.com  
Response Status Viewed  
Status Date 05/17/2019

Award America

Address 7110 Louetta Suite H  
Spring, TX 77379 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) awardamerica@msn.com

Aztec Facility Services, Inc.

Address 11000 S Wilcrest Drive  
Houston, TX 77099 Participation Type: Active Supplier

Classifications MBE,HUB,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) abradshaw@aztecfacility.com

B & C CONSTRUCTORS, LP

Address 27835 FM 2978 Rd.  
Magnolia, TX 77354 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) charles@bcconstructors.com paul@bcconstructors.com

Balance Sporting Goods

Address 2312 Highway 281 N. Participation Type: Active Supplier  
Marble Falls, TX 78654

Classifications HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rc\_mfac@yahoo.com

Bauer Sport Floors, Inc.

Address PO Box 41858 Participation Type: Active Supplier  
Houston, TX 77241

Classifications TAS (Primary),TIP

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rebecca@bauerfloor.com

Baywood Exterminating Co

Address 5910 FM 2100 Participation Type: Active Supplier  
Crosby, TX 77532

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) baywoodext@att.net

BDK And Associates LLC

Address 210 Cheek Sparger Rd Participation Type: Active Supplier  
Colleyville, TX 76034

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@bidroundup.com

BE Staffing Solutions LLC

Address 507 N. Sam Houston Pkwy E. Participation Type: Active Supplier  
Houston, TX 77060

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Brittany@bestaffingsolutions.net

BEASLEY TIRE SERVICE, INC

Address 11802 EASTEX FRWY Participation Type: Active Supplier  
HOUSTON, TX 77039

Classifications TXM (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bdauidson@beasleytire.com

Belknap Plumbing Systems, Inc.

Address 9030 Solon Rd. Participation Type: Active Supplier  
Houston, TX 77066

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) estimating@belknapplumbing.com

BenchMark Facility Solutions, LLC

Address 5050 Quorum Drive, Suite 700, #147 Participation Type: Active Supplier  
Dallas, TX 75254-1410

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brian.jones@bfsmanagement.com

Best Green Cleaning

Address 9494 Southwest Fwy. Ste. 450-E Participation Type: Active Supplier  
Houston, TX 77074

Classifications USC (Primary),SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bestgreencleaningtx@gmail.com

Best Practice Associates, Inc.

Address 7927 Park Avenue Participation Type: Active Supplier  
Houma, LA 70364

Response Date 06/23/2019  
Response Status No Bid  
Status Date 06/23/2019

BEST PRODUCTS COMPANY, INC

Address 1800 Exeter Court Participation Type: Active Supplier  
Arlington, TX 76017

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) claire@bestproductscompany.com

BEVCO Consultants, LLC

Address PO Box 61227 Participation Type: Active Supplier  
Houston, TX 77208

Classifications MBE,TXM,HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lbell@bevcohouston.com

BidDesk Analytics

Address 4 Beaver Brook Rd Participation Type: Active Supplier  
Lincoln Park, NJ 07035

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jw@biddesk.com

Big Country School Supply LLC

Address 2442 Industrial Blvd Participation Type: Active Supplier  
Abilene, TX 79605

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) support@bigcountryschoolsupply.com

Big Frog Custom T-Shirt & More of Humble (LunLun Angel Enterprise LLC)

Address 9785 FM 1960 Bypass Rd Participation Type: Active Supplier  
Humble, TX 77338

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tyricka@bigfrog.com

Big Tex Pool Supplies (Rommelmann Enterprises, LLC)

Address 820 GESSNER RD STE 1630 Participation Type: Active Supplier  
Houston, TX 77024

Response Status Viewed  
Status Date 06/12/2019

Bill Fritz Sports Corporation

Address 1072 CLASSIC ROAD Participation Type: Active Supplier  
APEX, NC 27539

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) BFRTIZ@BILLFRITZSPORTS.COM

BioSafe Systems, LLC

Address 22 Meadow Street Participation Type: Active Supplier  
East Hartford, CT 06108

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bpeters@biosafesystems.com

Blackland Glass & Construction

Address 120 Taylor Plaza Drive Participation Type: Active Supplier  
Greenville, TX 75402

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) billy@blacklandglass.com

Blue Northern Air Conditioning Incorporated

Address 16123 Avenue C Participation Type: Active Supplier  
Channelview, TX 77530

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ken@bluenorthernac.com

Bluegrass Maintenance, Inc.

Address 5213 E 5th Street Participation Type: Active Supplier  
Katy, TX 77493

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) aodonnell@bmi-tx.com

BluGreen Pest Control

Address PO Box 632  
Wallis, TX 77485 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cdrymala@live.com

Bob Johnson & Associates

Address 16420 West Hardy Rd  
Houston, TX 77060 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mwilson@bjja.com

Bobcat Plumbing

Address 2400 Central Parkway Suite B  
Houston, TX 77092 Participation Type: Active Supplier

Classifications SBE (Primary)  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) michaelj@bobcatplumbing.com

Bolo Stick LLC

Address PO Box 8626  
Warren, OH 44484 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bill@bolostick.net

Branded Pest Defense LLC.

Address 1518 Honea Egypt Rd  
Magnolia, TX 77354 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gabe@brandedpestdefense.com

BRB Supply

Address 11807 Catalpa Circle  
Houston, TX 77065 Participation Type: Active Supplier

Classifications MBE,SBE,HUB (Primary)  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brbsupply@swbell.net

BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)

Address 5380 WEST 34TH STREET # 295  
HOUSTON, TX 77868 Participation Type: Active Supplier

Classifications MBE (Primary)  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tdavis103@att.net

Brentwood Marketing, LLC

Address PO Box 11329  
Spring, TX 77391 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brentmktg@earthlink.net

Britain Electric

Address 1640 Brittmoore  
Houston, TX 77043 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Miket@Britainelectric.com

Brookway Horticultural Services, Inc.

Address 7935 Fairbanks White Oak  
Houston, TX 77040 Participation Type: Active Supplier

Classifications MBE,HUB,WBE (Primary)  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kthompson@brookway.com

BSN Sports, LLC (Varsity Brands Holding Co., Inc.)

Address PO Box 660176  
Dallas, TX 75266-0176 Participation Type: Active Supplier

Classifications TAS,TCP,USC  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bsnbid@bsnsports.com

BUDDY'S ALL STARS

Address 3216 W VALHALLA DRIVE  
BURBANK, CA 91505 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@buddysallstars.com

BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)

Address 8800 W. Sam Houston Parkway So.  
Houston, TX 77099 Participation Type: Active Supplier

Classifications MBE (Primary)  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) fawn.griffin@budgetrs.com  
Response Status Viewed  
Status Date 07/02/2019

BUGCO Pest Control (The Original Bug Company LLC)

Address 9720 Harlem Rd.  
Richmond, TX 77407 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@bugco.org darrell@bugco.org  
Response Date 07/02/2019  
Response Status Submitted  
Status Date 07/02/2019

<b>Bugtime</b>			
Address	235 FM 1960 Bypass Rd E Humble, TX 77338	Participation Type:	Active Supplier
Invitation Date	05/17/2019		
Invitation Type	Automatic		
Invitation Email(s)	office@bugtime.net		
Response Status	Viewed		
Status Date	05/17/2019		
<b>Building Air Quality (BAQ Incorporated)</b>			
Address	29 Pinewood Forest Ct. The Woodlands, TX 77381	Participation Type:	Active Supplier
Classifications	SBE (Primary)		
Invitation Date	05/17/2019		
Invitation Type	Automatic		
Invitation Email(s)	IEQpro@Gmail.com		
<b>Building Material Supply, Inc.</b>			
Address	13492 Research Blvd; Suite 120 - #688 Austin, TX 78750	Participation Type:	Active Supplier
Invitation Date	05/17/2019		
Invitation Type	Automatic		
Invitation Email(s)	hhanson@bmsizone.com		
<b>Burkett Business</b>			
Address	3701 CR 207 Liberty Hill, TX 78642	Participation Type:	Active Supplier
Invitation Date	05/17/2019		
Invitation Type	Automatic		
Invitation Email(s)	burkett9133@gmail.com		
<b>BVI Resources (BEAUTIFUL VENTURES INC)</b>			
Address	440 BENMAR DRIVE, HOUSTON, TX 77060	Participation Type:	Active Supplier
Classifications	MBE,HUB,WBE (Primary)		
Response Status	Viewed		
Status Date	05/30/2019		
<b>BWA Reps, Inc.</b>			
Address	1103 Alexis Court Mansfield, TX 76063	Participation Type:	Active Supplier
Invitation Date	05/17/2019		
Invitation Type	Automatic		
Invitation Email(s)	natalie@bwareps.com		
<b>C &amp; H Transportation (Houston Bus Service)</b>			
Address	10143 Hardison In Houston, TX 77041	Participation Type:	Active Supplier
Response Date	06/19/2019		
Response Status	No Bid		
Status Date	06/19/2019		

C&B ELECTRIC & A/C SERVICES

Address 2616 Helena Ave  
McAllen, TX 78503 Participation Type: Active Supplier

Classifications MBE (Primary),SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) carloselectric1@yahoo.com

Caldarella's Restaurant Supply (Caldarella's Inc)

Address 201 N Clark Drive  
El Paso, TX 79905 Participation Type: Active Supplier

Classifications SBE (Primary)

Response Date 06/05/2019  
Response Status No Bid  
Status Date 06/05/2019

Caliburnus Services, LLC

Address 700 S. Fillmore St.  
Papillion, NE 68046 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jrcooper@calsvs.com  
Response Status Viewed  
Status Date 05/17/2019

Cannon Sports Inc

Address p.o. box 11179  
burbank, CA 91510 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) csi@cannonsports.com

CarbPure Technologies, LLC

Address 1460 W Canal Court  
Littleton, CO 80120 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) denise.kania@carbpure.com

CCP INDUSTRIES (The Tranzonic Companies)

Address 26301 Curtis Wright Parkway #200  
Richmond Heights, OH 44143 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gguilbeau@ccpind.com

CDJ JONES LLC (Cubes Office Services)

Address 6201 Bonhomme Ste 450-S  
Houston, TX 77036 Participation Type: Active Supplier

Classifications HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) AngelaH@CubesOfficeServices.com



CDM Contracting Services

Address 175 Duncan Road  
Brownsville, TX 78526 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cdm174@sbcglobal.net

cen-tex irrigation systems inc.

Address po box 22001  
waco, TX 76702 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ocarpenter71@yahoo.com

Central Landscape and Maintenance

Address 5815 Cavalcade St  
Houston, TX 77067 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) centralland1@hotmail.com

Century Products LLC (Century LLC)

Address 404 Edwardia Drive  
Greensboro, NC 27409 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) edb@centuryproductsllc.com

CGT Farm Management

Address 8323 Norcrest Dr  
CONVERSE, TX 78109 Participation Type: Active Supplier

Classifications HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cgtfmllc@gmail.com

Chavez Service Companies, Inc. (.)

Address P. O. Box 572351  
Houston, TX 77257 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bchavez@chavezcompanies.com

Chem-Aqua Inc

Address 2727 Chemsearch Blvd  
Irving, TX 75062 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) marcus.britton@chemaqua.com  
Response Status Viewed  
Status Date 05/20/2019

Chembrite Facility Solutions817

Address 6200 NW 2nd St. Participation Type: Active Supplier  
Oklahoma City, OK 73127

Response Date 05/30/2019  
Response Status No Bid  
Status Date 05/30/2019

ChemCal (U.S. Water Services, Inc.)

Address 12270 43rd St. NE Participation Type: Active Supplier  
St. Michael, MN 55376

Classifications TPA (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ben.hinojosa@uswaterservices.com

Child Care Associates

Address 3000 E BELKNAP ST Participation Type: Active Supplier  
FORT WORTH, TX 76111-4142

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) candace.lord@childcareassociates.org patricia.looper@childcareassociates.org

CITY SUPPLY CO. INC.

Address 815 Dowling Participation Type: Active Supplier  
Houston, TX 77003

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brenda@citysupplyhouston.com

Clean and Green Solutions (EGR Exterior Services, LLC)

Address 22234 E Knox Dr Participation Type: Active Supplier  
Porter, TX 77365

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dougrucker21@gmail.com

Cleanbay Inc

Address 1434 W Sam Houston Pkwy N suite 110 Participation Type: Active Supplier  
houston, TX 77043

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) czhou@cleanbayusa.com

cleaningessence LLC

Address 19716 SAUMS RD Participation Type: Active Supplier  
HOUSTON, TX 77084

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) john.taylor@cleaningessence.com

Clever Items

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Address 333 Exchange Drive Participation Type: Active Supplier  
Arlington, TX 76011

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cleveritems@att.net

Coach Drew's Basketball Camp (Andrew Frieson)

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Address 1207 Laurel Chase Trail Participation Type: Active Supplier  
Houston, TX 77073-0000

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) adfrieson@aim.com

Collins Sports Medicine (W.L. Collins Corp)

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Address 370 Paramount Drive Participation Type: Active Supplier  
Raynham, MA 02767

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brendan.sweed@collinssports.com

Combined Refrigeration Resources, Inc.

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Address 1118 1st Street East Participation Type: Active Supplier  
Humble, TX 77338

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) service@combinedrefrigeration.com

Comflow Mechanical Services

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Address 6411 Lawford Lane Participation Type: Active Supplier  
Houston, TX 77040

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cevett@comflowco.com

Complete Companies Inc

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Address 463 Raccoon Hill Road Participation Type: Active Supplier  
Salisbury, NH 03268

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sales@completecompaniesinc.com

Complete Landscapes, Inc.

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Address 1719 Fleischer Participation Type: Active Supplier  
Austin, TX 78728

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) susan@landscape-texas.com

Construction Journal

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Address 400 SW 7th Street Participation Type: Active Supplier  
Stuart, FL 34994

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@constructionjournal.com  
Response Status Viewed  
Status Date 05/20/2019

Continuum Restoration Services, LLC

Address 229 Heymann Blvd  
Lafayette, LA 70501 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) hans@robertsonec.com

Copesan Services (dba) Wil-Kil Pest Control

Address 2803 Capitol Dr.  
Sun Prairie, WI 53590 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jgilbert@wil-kil.com

CORE construction services of Texas, Inc.

Address 10625 North County Road  
Frisco, TX 75033 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) davewilson@coreconstruction.com

Core pestcontrol (Jonathan Tullos)

Address p.o.box 57247  
webster, TX 77598 Participation Type: Active Supplier

Classifications SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) johntullos2@gmail.com

Cornerstone Maintenance and Landscaping

Address P.O. Box 2484  
Friendswood, TX 77549 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) luke@cornerstonemaintenance.net

coyle's pest control, inc

Address p. o. box 539  
fresno, TX 77545 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ccoyle3@cs.com

Cravens MaGouirk Mechanical LLC

Address 3942 County Rd 220  
Gainesville, TX 76240 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cmmhvac@att.net

Crimson Vision Enterprises

Address 2311 24th Street  
Dickinson, TX 77573 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kimjyancy@gmail.com

Crystal Facility Solutions

Address 11011 S Wilcrest Dr. Suite B  
Houston, TX 77099 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) accounting@cfshouston.com

CVS Pharmacy, Inc.

Address 1 CVS Drive  
Woonsocket, RI 02895 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Eric.Morgera@CVSHealth.com Brandon.LiBassi@CVSHealth.com

Cypress Creek Pest Control, Inc.

Address PO Box 690548  
Houston, TX 77269 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lhutson@cycreekpestcontrol.com

Dale Dobbins

Address p.o.box 55546  
houston, TX 77055 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dobsdata@msn.com

Danny's Laundry Service

Address 1001 Burke #B  
Pasadena, TX 77506 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) texlaundry@yahoo.com

Daystar Services

Address 12522 Gotham Dr  
Houston, TX 77089 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tarealale@gmail.com  
Response Status Viewed  
Status Date 05/17/2019

Dean E. Norris, Inc.

Address 2424 S St. Francis  
Wichita, KS 67216 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ewheeler@deanenorris.com

DeAngelo Brothers LLC

Address 100 North Conahan Drive Participation Type: Active Supplier  
Hazleton, PA 18201

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) research@dbiservices.com

Diann Zackery dba: The Lysander Element

Address 518 County Road 2250 Participation Type: Active Supplier  
Grapeland, TX 75844

Classifications TXM,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) diannzackery@hughes.net

Dietel Company LLC

Address 6807 Theall Rd Participation Type: Active Supplier  
Houston, TX 77066

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) adaigle@dietelcompany.com

Dive Quarters Inc

Address 1725 Laskin Rd Participation Type: Active Supplier  
Virginia Beach, VA 23454

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@divequarters.com

DL Stone Enterprises, LLC (Stone Enterprises)

Address 9027 Cinnabar Ct Participation Type: Active Supplier  
Garden Ridge, TX 78266

Classifications TAS,TXM,SBE,HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) donstone13@hotmail.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 06/14/2019  
Response Status No Bid  
Status Date 06/14/2019

DryLet Technologies, Inc.

Address P.O. Box 730 Participation Type: Active Supplier  
Prosper, TX 75078

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sellis@drylet.com

Dynamic Fitness & Strength

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Address 2020 Prairie Lane Participation Type: Active Supplier  
Eau Claire, WI 54703

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) shane.hensley@mydynamicfitness.com

Earl P. Forbrich, Jr. Inc

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Address 238 Dinn Participation Type: Active Supplier  
San Antonio, TX 78218

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) epfjrinc@aol.com

Earthwise Termite and Pest

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Address 20331 Cook Rd. Participation Type: Active Supplier  
Tomball, TX 77377

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sales@earthwisepest.com  
Response Status Viewed  
Status Date 06/07/2019

Eastbay

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Address 301 N Wesley Dr. Participation Type: Active Supplier  
League City, TX 77573

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) zachary.penny@eastbay.com

Eco Care Commercial Cleaning (Five\$tar Promotions)

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Address 11811 North Freeway Participation Type: Active Supplier  
Houston, TX 77060

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) promotions.fivestar@gmail.com

Ecolab Inc.

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Address 370 N Wabasha St. Participation Type: Active Supplier  
St. Paul, MN 55102

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gov.sales@ecolab.com  
Response Status Viewed  
Status Date 06/10/2019

EDEL Roofing & Construction Inc.

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Address 3321 W Alberta Rd. Participation Type: Active Supplier  
Edinburg, TX 78539

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) eddie@edelroofing.com

Eggelhof Inc.

Address 1999 Kolfahl St. Participation Type: Active Supplier  
Houston, TX 77023

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rrobinson@eggelhof.com

Eillac Supply CO (Ricky Small)

Address P.O.Box 24773 Participation Type: Active Supplier  
Houston, TX 77229

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) eillacsupply@yahoo.com

Elite and Complete Services

Address 16322 Villaret Drive Participation Type: Active Supplier  
Houston, TX 77083

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jaybooker@ymail.com

Elite Pumps & Mechanical Services, LLC

Address 6102 Centralcrest Street Participation Type: Active Supplier  
Houston, TX 77092

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) juan@elitepumps.net

Elite Water and Coffee

Address 710 Ridgewood Road Participation Type: Active Supplier  
Ridgeland, MS 39157

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) greg@elitewaterandcoffee.com

E-Logic, Inc.

Address 1025 Connecticut Avenue NW Participation Type: Active Supplier  
Washington, DC 20036

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) LPadilla@e-logic.us

Ema Sport Solutions (Jhon Mario Madrigal)

Address 5680 hwy 6 Participation Type: Active Supplier  
Missouri city, TX 77459

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) emasportsolutions@gmail.com

EmbroidMe Northwest Houston (Holliman-Wrenn, Inc.)

Address 17375 Tomball Pkwy Participation Type: Active Supplier  
Houston, TX 77064

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cherie@embroidme-nwhouston.com



Emerald Landscaping and Sprinklers (Oscar Javier Barron)

Address 331 freiling drive  
San Antonio, TX 78213 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Emerald.Landscaping@yahoo.com

Encore Group (Encore Lawn and Landscape of Greater Houston LLC)

Address 7428 Fairview St.  
Houston, TX 77041 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) casey@encoregroup.com

Encore Industrial Products, LLC

Address 3502 Bacor Rd.  
Houston, TX 77084 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kim@encoreindustrial.com

Ensystem, Inc.

Address P. O. Box 87329  
Fayetteville, NC 28304 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) evanistendal@ensystem.com

ENTRAM CORP

Address 24123 PEACHLAND BLVD  
PORT CHARLOTTE, FL 33952 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) contact@envirobidnet.com

Envirotech Water Treatment, LLC

Address 7600 Jefferson Circle  
Colleyville, TX 76034 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tayloje1@yahoo.com

Esix Sportswear Inc.

Address 2805 W. Arkansas #202  
Arlington, TX 76016 Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) s.burns@esixsportswear.com

Essential Wellness and Balance

Address 3331 Cartwright Rd. Suite 125  
Missouri City, TX 77489 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ewbwellness@gmail.com

Evco Partners LP dba Burgoon Company

Address PO Box 1168  
Galveston, TX 77553 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) office@burgooncompany.com  
Response Status Viewed  
Status Date 06/12/2019

Evoqua Water Technologies LLC

Address 10875 Kempwood  
Houston, TX 77043 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) william.maier@evoqua.com louis.hawley@evoqua.com

Evr-Green, LLC

Address 28512 FM 2004  
Angleton, TX 77515 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) john@evrgreenllc.com

Excel Medical Waste

Address 6410 Long Drive  
Houston, TX 77087 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cdavis@excelmedicalwaste.com

ExerPlay, Inc

Address 12220 N Hwy 14, Suite 5  
Cedar Crest, NM 87008 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) vicki@exerplay.com

Exterior Creations Inc

Address 12510 Donna Drive  
Houston, TX 77067 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) casey@ecitx.com

FACILITIES INTEGRATED SOLUTIONS & CONSULTING LLC

Address 21145 FM 529 SUITE 1114  
CYPRESS, TX 77433 Participation Type: Active Supplier

Classifications MBE,HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nhamler@fiscllc.com

Facility Response Group

Address 100 Crescent Ct #700 Ste  
Dallas, TX 75201 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jcalvaruso@facilityresponse.com

Fastenal Company

Address 2001 Theurer Blvd  
Winona, MN 55987 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) afolkers@fastenal.com

Fielder's Choice, Inc.

Address 7600 Joplin St  
Houston, TX 77087 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) abroughton@fielderschoiceinc.com  
Response Date 06/24/2019  
Response Status No Bid  
Status Date 06/10/2019

FIRST NATIONAL HOMES, INC.

Address SAME  
SAME, TX SAME Participation Type: Active Supplier

Classifications MBE, SBE (Primary), HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) fngroup@hotmail.com

First to the Finish

Address 1325 North Broad Street  
Carlinville, TX 62626 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) craigc@fttf.com

Flaghouse Inc

Address 601 Flaghouse Drive  
Hasbrouck Heights, NJ 07604 Participation Type: Active Supplier

Classifications TAS (Primary), TCP

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) john.holt@flaghouse.com

Flicgroup (Federal lighting illumination capital)

Address 1256 Main Street  
Southlake, TX 76092 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) J.sheehan@flicgroup.com

FMSG (Facilities Management Services Group)

Address 13705 W 51st St Participation Type: Active Supplier  
Shawnee, KS 66216

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kboshart@fmsg1.com

Forever Blossom, LLC

Address 14359 Torrey Chase Blvd Suite G Participation Type: Active Supplier  
Houston, TX 77014

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info.foreverblossom@gmail.com

Fors Lux Group (Fors Lux Group Corporation)

Address 2425 W. Loop South Participation Type: Active Supplier  
Houston, TX 77027

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) c.ashmeade@forsluxgroup.com

Fort Bend Services, Inc. (Faber)

Address 13303 REDFISH LN Participation Type: Active Supplier  
STAFFORD, TX 77477

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tfaber@fortbendservices.com  
Response Status Viewed  
Status Date 05/17/2019

freeport auto supply (bellfort auto supply inc.)

Address 845 freeport street Participation Type: Active Supplier  
houston, TX 77015

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) freeportautosupply@att.net

Freys Landscape LLC

Address 2214 IH 10 W Participation Type: Active Supplier  
orange, TX 77632

Classifications MBE,HUB,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mfrey@freyslandscape.com

G & G Discount Pest & Termite (Gilbert T Gonzales)

Address 1000 East Fulton Participation Type: Active Supplier  
Sinton, TX 78387

Classifications MBE (Primary),TAS,HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gilbertgon49@yahoo.com

GameBreaker Inc.

Address 31324 Via Colinas Participation Type: Active Supplier  
Westlake Village, CA 91362

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mikej@gamebreaker.com joshb@gamebreaker.com danielm@gamebreaker.com

GBI INK / PRINTING & PROMOTIONS (GBI ENTERPRISES)

Address P.O. Box 173 Participation Type: Active Supplier  
CONROE, TX 77304

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@gbink.com

GC3 Specialty Chemicals, Inc.

Address 733 Heights Blvd. Participation Type: Active Supplier  
Houston, TX 77401

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) elisa@gc3.com

Geaux Crates & Storage, LLC

Address 14504 North Freeway Participation Type: Active Supplier  
Houston, TX, TX 77090

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) fred@geauxcrates.com kerry@geauxcrates.com

General Sports Surfaces LLC

Address 8717 Forum Way Participation Type: Active Supplier  
Fort Worth, TX 76140

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) l.puentes@generalss.com

GeoSolutions, Inc. (Southwest GeoSolutions, Inc.)

Address 13812 Aston St Participation Type: Active Supplier  
Houston, TX 77040

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) keith@geosolutionsinc.com

GermBlast (Infection Controls, Inc.)

Address 1414 Avenue J Participation Type: Active Supplier  
Lubbock, TX 79401

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) wes@germblast.com

Global Disaster Services, Inc.

Address 8050 Evangeline Lane Participation Type: Active Supplier  
Beaumont, TX 77706

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) drcaji@aol.com

Global Equipment Company Inc. (Global Industrial, Global Industrial Equipment)

Address 29833 Network Place Participation Type: Active Supplier  
Chicago, IL 60673-1298

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) k12bids@globalindustrial.com

Global Waste Services LLC

Address 7213 E Mount Houston Rd Participation Type: Active Supplier  
Houston, TX 77050

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jrocha@globalwasteusa.com

Globe Office Products

Address 11500 FM 1960 W, Suite 215 Participation Type: Active Supplier  
Houston, TX 77065

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) globeoff@hotmail.com

GMP Media Group

Address 534 Pryor Street Participation Type: Active Supplier  
Atlanta, GA 30312

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gromoeprod@gmail.com

Gopher Sport (The Prophet Corporation)

Address 2525 Lemond st. SW Participation Type: Active Supplier  
Owatonna, MN 55060

Classifications TAS (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Bids@gophersport.com

Grassroots Construction & Maintenance LLC

Address 5645 Hillcroft # 305 Participation Type: Active Supplier  
Houston, TX 77036

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Randy.arnold@grassroots-construction.com

Graybar Electric Company, Inc.

Address 6161 Bingle Rd Participation Type: Active Supplier  
Houston, TX 77092

Classifications DIR (Primary),USC

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) grace.prather@graybar.com

Green Site, LLC

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Address 7828 Millers Corner Participation Type: Active Supplier  
Elkridge, MD 21075

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ray@greensitesales.com

Greywater Holding LLC dba X8 Environmental

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Address 1110 N AVE. T Participation Type: Active Supplier  
LUBBOCK, TX 79415

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dburnett@x8e.us

GSI Highway

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Address 2861 S Beltline Rd Participation Type: Active Supplier  
Dallas, TX 75253

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) valeriec@gsihighway.com

GTECHSPORT

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Address 11040 Bollinger Canyon Participation Type: Active Supplier  
San Ramon, CA 94582

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) isiahgtechsolution@gmail.com

GuardTech Pest Management, Inc.

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Address 6550 Concord Road Participation Type: Active Supplier  
Beaumont, TX 77708

Classifications TCP,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kenneth@guardtechpest.com

Gulf Coast Athletic Supply

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Address 120 Industrial Blvd. Participation Type: Active Supplier  
Sugar Land, TX 77478

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bblackard@gulfcoastathletics.com mkalinec@gulfcoastathletics.com

Gulf Coast Nut & Bolt LLC

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Address 4501 Leopard st Participation Type: Active Supplier  
Corpus Christi, TX 78408

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Paul@gcnbolt.com

Gulf Coast Washing Systems, LLC.

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Address 1737 Stebbins Drive Participation Type: Active Supplier  
Houston, TX 77043

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gulfcoastscottc@gmail.com

Gulf States Laundry Machinery

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Address 12647 Memorial Drive Participation Type: Active Supplier  
Houston, TX 77024

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) laundrylady2015@gmail.com

Gulftex (B J Interest, Inc.)

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Address 7710 Cherry Park Dr., Suite T-425 Participation Type: Active Supplier  
Houston, TX 77095

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) billt@gulftex92.com

H and H Landscape Services LLC

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Address 5920 Gessner Dr Participation Type: Active Supplier  
Houston, TX 77041

Classifications TAS (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brandon@handhlandscapeservices.com

Hammond Land Development, LLC

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Address 3202 Miori Lane, Suite 100 Participation Type: Active Supplier  
Victoria, TX 77901

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) john@hammondlanddevelopment.com

hardwareandtools.com (Hardware and Tools Corp.)

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Address 490 Mcghee Road Participation Type: Active Supplier  
Winchester, VA 22603

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ray@hardwareandtools.com

Haynes Mechanical Systems, Inc.

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Address 5700 S Quebec St. Participation Type: Active Supplier  
Greenwood Village, CO 80111

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tpekalski@haynesmechanical.com



Heart Nation Inc

Address 14807 Woodland Hills Drive, #8210 Participation Type: Active Supplier  
Humble, TX 77396

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mrcurtis67@yahoo.com

Hill Country Computer (HCC)

Address 791 N Highway 77 Participation Type: Active Supplier  
Waxahachie, TX 75165

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) webmaster@hillcountrycomputer.com

Hobart Service (ITW)

Address 5120 Ashbrook Participation Type: Active Supplier  
Houston, TX 77081

Classifications TCP (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jeff.perry@hobartservice.com

Holder's Pest Solutions (Copesan Services Inc. dba Holder's Pest Control)

Address 10530 Rockley Road, Suite 110 Participation Type: Active Supplier  
Houston, TX 77099

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jkeller@holderspestsolutions.com fbanks@holderspestsolutions.com aacevedo@holderspestsolutions.com  
Response Date 06/27/2019  
Response Status Submitted  
Status Date 06/27/2019

HOMETOWN HARDWARE (SCHIEL ENTERPRISE INC.)

Address PO BOX 479 Participation Type: Active Supplier  
WALLER, TX 77484

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) trishe6288@yahoo.com

Honesty Construction Group (HCG Management LLC)

Address 3102 Brahman Dr Participation Type: Active Supplier  
Manvel, TX 77578

Classifications MBE (Primary),SBE,HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gregwilliams@honestyconstructiongroup.com

Honeywell International Inc.

Address 3823 Stahl Rd. Participation Type: Active Supplier  
San Antonio, TX 78217

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jesse.herrera2@honeywell.com phillip.davis2@honeywell.com

Horns Crew Trucking (Alvin Horn)

Address 107 B Cherie Ln Participation Type: Active Supplier  
Longview, TX 75604

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) hornscrew@screw@yahoo.com

Hotsy South Texas (Hustlin South Texas LLC)

Address po box 592142 Participation Type: Active Supplier  
San Antonio, TX 78259

Classifications SBE,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) michelle@hotsystemstexas.com

Houston Astros

Address 501 Crawford Street Participation Type: Active Supplier  
Houston, TX 77002

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mdellorco@astros.com

Houston E.A Foundation

Address 12402 Wrenthorpe Dr Participation Type: Active Supplier  
Houston, TX 77031

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) eliteaction@sbcglobal.net

Houston Elite Risk Management (T.R. Grace & Company, Inc.)

Address P.O. Box 420458 Participation Type: Active Supplier  
Houston, TX 77242

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ngrace@h-erisk.com

Houston North Air Conditioning Inc

Address PO Box 16008 Participation Type: Active Supplier  
Houston, TX 77222

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) charness@houstonnorth.com

Houston Swimming Academy

Address 5325 Cornish Participation Type: Active Supplier  
Houston, TX 77007

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) randykasir@gmail.com

Hou-Tex Glass & Mirror Co (Hou Tex Newnom Inc.)

Address 1153 Brittmooore Rd Participation Type: Active Supplier  
Houston, TX 77043

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rick@houtexglass.com

Hunton Services (HVAC Mechanical Services of Texas LTD)

Address 5622 Luce Street Participation Type: Active Supplier  
Houston, TX 77087

Classifications TCP (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) blecompte@huntongroup.com HGreen@huntongroup.com khardin@huntongroup.com  
sdavis@huntongroup.com smixon@huntongroup.com swindsor@huntongroup.com

Hussmann Corporation (Hussmann Service Corporation)

Address 10803 Vine Crest Rd Participation Type: Active Supplier  
Houston, TX 77086

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) neal.robichau@hussmann.com

Hyco Building Maintenance

Address 8301 Braniff ste 102 Participation Type: Active Supplier  
Houston, TX 77061

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) forrest1@usfacilitytec.com

HydroTech Solutions

Address 1019 North Henderson Suite 109 Participation Type: Active Supplier  
Fort Worth, TX 76107

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pete.baldwin@hydrotech.solutions bevan@hydrotech.solutions

Hydrozone Landscape Corporation

Address 7805 Delynn St Participation Type: Active Supplier  
Baytown, TX 77521

Classifications MBE (Primary),SBE,HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Juan@hydrozonelandscape.com

HYPE, LLC

Address 33 N 3rd St. Participation Type: Active Supplier  
COLUMBUS, OH 43215

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ron@hypesocks.com

ICC Thermal Mapping and Data Analytcs (Infrared Concepts Corporation)

Address 465 South Orlando Ave  
Maitland, FL 32825 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mvitaleiccthermal@gmail.com

Imbue Cleaning Solutions

Address 2397 Richwood Drive  
Augusta, GA 30906 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Jermezw@imbuecleaning.com

INFINITY CONTRACTORS INT'L LTD

Address 2563 E LOOP 820 N  
FORT WORTH, TX 76118 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) JBSALTER@INFINITYCONTRACTORS.COM

Integrity Operations

Address 18343 N. Wimbledon Dr.  
Katy, TX 77449 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ChrisTownsend@WaterIntegrityOps.com

Integrity Pipeline Services

Address P.O. Box 583  
Pearland, TX 77588 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) candybrantley@sbcglobal.net

International Promotional Ideas Inc.

Address 1310 Louis Ave.  
Elk Grove Village , IL 60007 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) intl.ideas@sbcglobal.net

Interstate Restoration LLC

Address 3401 Quorum Dr  
Fort Worth, TX 76137 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) khartz@interstaterestoration.com

ISI COMMERCIAL REFRIGERATION, INC

Address 640 W 6th Street  
Houston, TX 77007 Participation Type: Active Supplier

Classifications TAS

Response Status Viewed  
Status Date 07/01/2019

J & D Mowing Services

Address 1622 Teanaway Lane  
Houston, TX 77029 Participation Type: Active Supplier

Classifications MBE (Primary),SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jdmow@att.net

JAMYKY LLC

Address 2635 Brazos Ridge Drive  
Sugar Land, TX 77479 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) iseahorn56@gmail.com

JAVACCS, LLC

Address 9473 Fm 1960 West Suite 100  
Humble, TX 77338 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) johnson2va@gmail.com

JBRI Construction Services, LLC

Address P.O.Box 147  
Pinehurst, TX 77362 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jbriservices@yahoo.com

Jeffrey's Landscaping

Address 636 N Ed Carey Dr. STE 300  
Harlingen, TX 78552 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ydiaz5830@gmail.com

JEGAS Construction

Address PO Box 25183  
Houston, TX 77265 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jegastx@gmail.com

JERICO FOUNDATION REPAIR

Address 9430 WHITE CHAPEL  
HOUSTON, TX 77074 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ken@trustjericho.com

Jerry Gaither Enterprise

Address 2003 FORELAND DR  
HOUSTON, TX 77077 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jerrygaither@sbcglobal.net

JERRY'S SPORTING GOODS

Address 4031 SPORTS ST  
WICHITA FALLS, TX 76308 Participation Type: Active Supplier

Classifications TAS (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jerry@teamjerrys.com

Jet Industrial Service Group

Address 23264 IH 10  
Vidor, TX 77662 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) c.townley@jetisg.com

JKAJ SERVICE CORP, LLC

Address 16103 Queensdale Dr.  
Houston, TX 77082 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jkajservice@outlook.com

JS&D Sports Development Outreach Ministries

Address 18822 Summer Anne Drive  
Humble, TX 77346-4821 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jimmie@jsdsportsdevelopment.org

JUST CONSTRUCTION

Address 4241 Purdue Street  
Houston, TX 77005 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) justconstruction14@gmail.com

Jv-janitorial

Address 5805 tackett ct  
Fortworth, TX 76112 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) j\_vjanitorial@yahoo.com

K & R MECHANICAL

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Address 12634 Haynes Suite D Participation Type: Active Supplier  
Houston, TX 77066

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rgarcia@krmechanicalsvcs.com

KANKO (Floyd's Chores & Odd Jobs)

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Address 2031 Cedar Valley Participation Type: Active Supplier  
Dallas, TX 75232

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kankobidops@gmail.com

KIKO Construction (KIKOCon, Inc.)

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Address 738 Washington Circle Participation Type: Active Supplier  
Harlingen, TX 78550

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) vlozano.kikocon@gmail.com

Knorr Systems, Inc

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Address 2221 S. Standard Ave Participation Type: Active Supplier  
Santa Ana, CA 92707

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tiadrac@knorrsystems.com

Koch Filter Corporation

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Address 8401 Air Commerce Drive Participation Type: Active Supplier  
Louisville, KY 40219

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rmcanally@kochfilter.com

KR Allen Construction, LLC

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Address Post Office Box 9198 Participation Type: Active Supplier  
Bacliff, TX 77518

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) larry@krallen.net

Kraftsman Commercial Playgrounds and Water Parks (Kraftsman LP)

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Address 19535 Haude Rd Participation Type: Active Supplier  
Spring, TX 77388

Classifications TAS,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@kppe.com

Kriston Construction Company Inc

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Address P O Box 429 Participation Type: Active Supplier  
Beaumont, TX 77704

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) harrykilgore@kristonconstruction.com

Ksee Designs (Seeds and Water) (Ksee Designs)

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Address 21587 Rose Mill Drive Participation Type: Active Supplier  
Kingwood, TX 77339

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kseedesigns@att.net

KYA Services, LLC

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Address 1800 McFadden Ave Participation Type: Active Supplier  
Santa Ana, CA 92705

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gauche.jessica@gmail.com

L&S Associates, LLC

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Address 135 Victoria Drive E Participation Type: Active Supplier  
Montgomery, TX 77356

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jlookbook@yahoo.com gllookabaugh@yahoo.com

Lake Air Interiors (Focused Contractor Services)

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Address 503 Lake Air Drive Participation Type: Active Supplier  
Waco, TX 76710

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Vbourque@fcs-waco.com

Lange Distributing Company Incorporated

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Address P.O. Box 3457 Participation Type: Active Supplier  
Bryan, TX 77805

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kdlang@sbcglobal.net

Lange Mechanical Services, L.P.

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Address 933 Wakefield Drive Participation Type: Active Supplier  
Houston, TX 77018

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) swright@langemechanical.com

Laser Imaging (Hallmarks Laser Imaging)

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Address 11101 Cutten Rd. STE 101 Participation Type: Active Supplier  
Houston, TX 77066

Classifications HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) shallmark@laserimaginginc.com



LBNM Corporation

Address 9003 Clearwater Ranch Ln  
Richmond, TX 77407 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tbakare@lbnm-corp.com  
Response Status Viewed  
Status Date 06/11/2019

Learn, Play and Discover Academy

Address 15110 FM 2100 #1  
Crosby, TX 77532 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lpda15110@yahoo.com

Leather Only Products

Address 9220 Summerbell Lane  
Houston, TX 77074 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cn@leatheronlyproducts.com

Leslie's Swimming Pool Supplies (Leslie's Poolmart Inc.)

Address 2005 E Indian School Road  
Phoenix, AZ 85016 Participation Type: Active Supplier

Classifications DIR (Primary),TAS

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Government@lesl.com  
Response Status Unsubmitted  
Status Date 07/02/2019

Levys On The Run Landscaping & Janitorial Services LLC

Address 11752 south harrells ferry rd ste F  
baton rouge, LA 70819 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) levysoutherun@outlook.com

Link Staffing Services (Stafflink, Inc.)

Address 12097 Old Hammond Hwy., Ste. E-1  
Baton Rouge, LA 70816 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ktafilaj@linkstaffing.com

Living Earth (The LETCO Group LLC)

Address Paul Tomaso  
Dallas, TX 75229 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ptomaso@letcogroup.com

Longhorn Inc.

Address P.O. BOX 59929 Participation Type: Active Supplier  
Dallas, TX 75229

Classifications TAS (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dthomas@longhorninc.com

Lowe's Companies Inc

Address 1000 Lowe's Blvd Participation Type: Active Supplier  
 Mooresville, NC 28117

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Joe.Ratcliff@Lowe's.com

L-Sync, LLC

Address 2911 Mirado Participation Type: Active Supplier  
 Grand Prairie, TX 75054

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) joe.james@l-sync.com

Luchazie Construction (Luchazie General Store and Restaurant dba Luchazie Construction)

Address 1023 East State HWY 44 Participation Type: Active Supplier  
 San Diego, TX 78384

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) luchazie@yahoo.com

M & M Apparel (Graff Gand Monograms & More)

Address 1810 Welsh Participation Type: Active Supplier  
 College Station, TX 77840

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) office@m-mapparel.com

M. K. Garrett Inc.

Address 12803 O'Connor Rd Participation Type: Active Supplier  
 San Antonio, TX 78233

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) keith@mkgarrett.com

Magnum Air Inc

Address 15498 Summit Park Dr. Ste.101 Participation Type: Active Supplier  
 Montgomery, TX 77356

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) wfincher@magnumairinc.com

Magnus Procurement & Logistic Solution Inc (Magnus)

Address 3680 W. Royal Lane Participation Type: Active Supplier  
 Irving, TX 75016

Classifications SBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) emontes@magnuschemicals.com

Maldonado Nursery & Landscaping, Inc.

Address 16348 Nacogdoches San Antonio, TX 78247 Participation Type: Active Supplier

Classifications MBE (Primary),TPA,HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) martins@mnlisa.com roym@mnlisa.com

Manning Engineering

Address 108 S 2nd St La Porte, TX 77571 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) manningengineering@sbcglobal.net

Master Jiu-jitsu Academy (Master Jiu-jitsu Academy LLC)

Address 12260 GULF FWY HOUSTON, TX 77034-4437 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) grapplingzone@yahoo.com

Master Pitch LLC

Address 4200 NE Birmingham Rd Kansas City, MO 64117 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) joeg@masterpitch.com

Mata Boxing Promotions- MBP (Jason Mata)

Address 2925 W COMMERCE ST SAN ANTONIO, TX 78207-3719 Participation Type: Active Supplier

Classifications MBE,SBE,HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jmata146@gmail.com

Mats Unlimited

Address 311 Elm Drive Terrell, TX 75160 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) teabell@sbcglobal.net

MAVICH

Address 525 Commerce Street Southlake, TX 76092 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sales@mavich.com

Mayfield Paper Co

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Address 1115 S. Hill Street Participation Type: Active Supplier  
San Angelo, TX 76903

Classifications TAS (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dcreecy@mayfieldpaper.com

McGraw-Hill Construction /Dodge Reports

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Address 4300 Beltway Pl Ste 180 Participation Type: Active Supplier  
Arlington, TX 76018

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) toni\_lawson@mcgraw-hill.com

MCS Enterprises

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Address 4112 Fannin Participation Type: Active Supplier  
Houston, TX 77004

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@mcs-enterprises.com

Medwheels Inc

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Address 1322 E HOUSTON ST Participation Type: Active Supplier  
San Antonio, TX 78205

Classifications MBE,SBE,HUB,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jgonzalez@medwheels.com

Metropolitan Landscape Management, Inc (Thompson Companies Inc)

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Address 3439 W. Benders Landing Participation Type: Active Supplier  
Spring, TX 77386

Classifications HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jerrythomp@gmail.com lindthom.lindsey@gmail.com

Miracle Method of Austin (Nartor Associates Inc)

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Address 8906 Wall St, Suite 501 Participation Type: Active Supplier  
Austin, TX 78754

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) adominick@miraclemethod.com

MJR EDUCATIONAL SUPPLIES

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Address 14504 Briar Forest Drive Houston, TX Participation Type: Active Supplier  
77077  
Houston, TX 77077

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s)

MMS-TX GROUP, LLC

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Address 22877 Delta DR Participation Type: Active Supplier  
PORTER, TX 77365

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mmartinez@mmstxgroup.com

Modern Pest Control

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Address 1110 East Ave Participation Type: Active Supplier  
Katy, TX 77493

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dlawson@modern-pest.com

Moebetter Pest Control

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Address 5233 W. Bellfort Ave, Suite 211 Participation Type: Active Supplier  
Houston, TX 77035

Classifications MBE (Primary),SBE  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) moebetterpestcontrol@gmail.com

MOMAR, INC

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Address 2125 SUANNE DRIVE Participation Type: Active Supplier  
TYLER, TX 75701

Classifications TAS (Primary),TXM  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brenda.stone@momar.com

Monocoque Diversified Interest

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Address 1214 West 9th Participation Type: Active Supplier  
Austin, TX 78703

Classifications MBE,SBE (Primary),WBE  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) secondlein@aol.com

Moore Supply Company (Hajoca)

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Address 15090 Sommermeyer, Suite 100 Participation Type: Active Supplier  
Houston, TX 77041

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brian.bateman@mooresupply.com

Morris Boiler Service (JEMDSI, Inc.)

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Address 1201 W 2nd Street Participation Type: Active Supplier  
Mercedes, TX 78570

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ericmancias@yahoo.com

Mosquito Joe of NW Houston (KPCo, Inc.)

Address 7303 Durango Creek Dr Participation Type: Active Supplier  
Magnolia, TX 77354

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nwhouston@mosquitojoe.com  
Response Status Viewed  
Status Date 06/07/2019

MSC Industrial Supply (Sid Tool Co.)

Address P O Box 953635 Participation Type: Active Supplier  
St. Louis, MO 63195-3635

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ralph.walton@mscdirect.com

MTC Exterior Maintenance

Address 3818 Glenwood Drive Participation Type: Active Supplier  
Richmond, TX 77406

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) wkizziah@comcast.net

Mtech (Mechanical Technical Services, Inc.)

Address 17305 IH 35 North, Ste. 105 Participation Type: Active Supplier  
Schertz, TX 78154

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) stephanie.rainbow@csusa.us

MultiDrain Systems, Inc.

Address 1405 Industrial Drive Participation Type: Active Supplier  
Statesville, NC 28625

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Rosalyn.Thorneburg@MultiDrainSystems.com

My Green Garden

Address 3502 Santa Inez Participation Type: Active Supplier  
Mission, TX 78572

Classifications HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pilargonza15@hotmail.com

Myron Mcdowell Construction

Address 306 N. Main, Suite F Participation Type: Active Supplier  
Dayton, TX 77535

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) myron@myronmcdowellconstruction.com

NAH Sports Flooring, LLC

Address 3528 East T.C. Jester BLVD  
Houston, TX 77018 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ahammer@covington.com

Nasco (Nasco Education LLC)

Address 901 Janesville Ave  
Fort Atkinson, WI 53538-0901 Participation Type: Active Supplier

Classifications TCP

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) quotes@enasco.com

NEIL TECHNICAL SERVICES CORP

Address 11304 windfern rd  
houston, TX 77064 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bworthington@ntshouston.com

Nelson Plant Food Corp

Address Box 638  
Bellville, TX 77418 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dean@nelsonplantfood.com

Nelson Turf Services (Nelson Sports Turf)

Address 1503 ashford parkway  
houston, TX 77077 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nelsonturfservices@gmail.com

New Earth Inc

Address 2001 S. Laredo  
San Antonio, TX 78207 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@newearthcompost.com

NIGHTLOCK (Taylor Brothers Door Lock, LLC.)

Address 11701 Union St.  
Mount Morris, MI 48458 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) joe@nightlock.com

NO EGO APPAREL (NO EGO INC)

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Address 13112 TAMAYO DR Participation Type: Active Supplier  
AUSTIN, TX 78729

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cgrant@shopnoego.com

North Houston Athletics

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Address 32403 Tamina Participation Type: Active Supplier  
Magnolia, TX 77354

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) marjorie@nhathletics.com aaron@nhathletics.com

Nuemman (Nueman LLC)

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Address 10533 Cochran Dr Participation Type: Active Supplier  
Mckinney, TX 75070

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) emmanuel.nuvaga@nueman.com

NVS Corporate Services, Inc.

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Address 1474 W. Price Road, Suite 7 Participation Type: Active Supplier  
Brownsville, TX 78520

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nicksoto@nvscsi.com

Oasis Apparel (Dioz Group)

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Address 5000 Lankershim blvd. Participation Type: Active Supplier  
North Hollywood, CA 91601

Classifications USC (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) josh@diozgroup.com

OBELLO, INC

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Address 12500 Merit Drive Participation Type: Active Supplier  
Dallas, TX 75251

Classifications MBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dobcalldemo@gmail.com

OfficePro Supply Company LLC

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Address 15340 Vantage Pkwy E Suite 250 Participation Type: Active Supplier  
HOUSTON, TX 77032

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Rachael@opsupply.com



Omega Engineers, Inc.

Address 16360 Park Ten Place, Ste 325      Participation Type: Active Supplier  
Houston, TX 77084

Classifications MBE,DIR,HGA,USC,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) scastaneda@omegaengineers.com

Omega Roofing & Construction

Address 16215 Westheimer Rd      Participation Type: Active Supplier  
Houston, TX 77082

Classifications MBE (Primary),SBE,HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) alvin@omegarc.com

OSLIN NATION CO. (BABTEX d/b/a/ OSLIN NATION CO.)

Address 7401 Railhead LN.      Participation Type: Active Supplier  
Houston, TX 77086

Classifications TCP,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cyoung@onco-tx.com bpham@onco-tx.com

Palacios Marine & Industrial Coatings, Inc.

Address PO Box 875      Participation Type: Active Supplier  
Palacios, TX 77465

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jaime@palaciosmarineindustrial.com

Palos Sports, Inc

Address 11711 S. Austin Avenue      Participation Type: Active Supplier  
Alsip, IL 60803

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) agallagher@palosports.com

PCJ Consultants Inc.

Address 13110 Green Shores Lane      Participation Type: Active Supplier  
Rosharon, TX 77583

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) pcj@pcj-usa.com

Pest Management Inc.

Address 1807 W. Slaughter      Participation Type: Active Supplier  
Austin, TX 78748

Classifications TAS,TXM,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sarah@pestmanagementcorp.com

PestBear.com (Security Pest Inc. dba PestBear Company)

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Address 13509 Prestige Place Participation Type: Active Supplier  
Tampa, FL 33635

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dmatthews@pestbear.com

Pestmaster Services

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Address 7019 Hayden Drive Participation Type: Active Supplier  
Magnolia, TX 77354

Classifications MBE, TXM, SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) csube@pestmaster.com

PHD Resources & Taxes

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Address 7324 Southwest Fwy Participation Type: Active Supplier  
Houston, TX 77074

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) positivehelpdetermined@gmail.com

Pied Piper Pest Control

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Address 12103 Jones Maltsberger Participation Type: Active Supplier  
San Antonio, TX 78247

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brett@sabugs.com

Poolsure (Commercial Chemical Products, Inc.)

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Address 1707 Townhurst Drive Participation Type: Active Supplier  
Houston, TX 77043

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@poolsure.com  
Response Status Viewed  
Status Date 05/20/2019

Power Field Services (Marine Connection Services, Inc.)

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Address 1555 FM 517 Rd West Participation Type: Active Supplier  
Dickinson, TX 77539

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) havis@powerfieldservices.com

Precision Concrete Cutting (Precision Concrete Cutting Of Oklahoma LLC)

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Address 11417 SW 109th St Participation Type: Active Supplier  
Mustang, OK 73064

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) oklahoma@safesidewalks.com

Precision Management Solution Inc.

Address 4565 River RD  
Ellenwood, GA 30294 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) amorgan@precisionmgmtsolution.com

Premier Shade Design, LLC (Muse)

Address 17211 Fawn Cloud Ln  
San Antonio, TX 78248 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jim@premiershadedesign.com

Premier Wireless

Address 12220 Murphy Rd.,  
Stafford, TX 77477 Participation Type: Active Supplier

Response Status Viewed  
Status Date 05/20/2019

Preschool Express Learning Academy

Address 1502 First St  
Humble, TX 77338 Participation Type: Active Supplier

Classifications MBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) miss.brittany2006@yahoo.com

Prestigious Sports Outfitters (Rogers)

Address 6308 Saint Michael Drive  
McKinney, TX 75072 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) trogers@prestigioussportsoutfitters.com

Presto-X Commercial Pest Control (J.C. Ehrlich Co, Inc)

Address 10560 Bissonnet  
Houston, TX 77099 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brad.kuykendall@prestox.com

Prime Central Store (Waretrack, Inc.)

Address 6229 Theall Road  
HOUSTON, TX 77066 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gms@medisouth.com

Prime Facility Services Group, Inc.

Address 6420 Richmond Avenue, #260  
Houston, TX 77056 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rafaelp@primefacilityservicesgroup.com

Prime Maintenance & Construction

Address 103 Commerce Rd.  
Alice, TX 78332 Participation Type: Active Supplier

Classifications HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ccruz@pmc303.com

Prime Vendor Inc.

Address 4622 Cedar Avenue  
Wilmington, NC 28403 Participation Type: Active Supplier

Response Status Viewed  
Status Date 05/20/2019

Principle Information Technology

Address 9301 Southwest fwy, Suite 475  
Houston, TX 77074 Participation Type: Active Supplier

Classifications MBE,DIR,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) reddy@principleinfotech.com

Pro Tech Mechanical, Inc

Address 6436 Harwick Dr.  
Corpus Christi, TX 78417 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Dan@protechmech.com

Producers Co-op Trailers (La Vernia Country Store)

Address 13625 US HWY 87 S  
LA Vernia, TX 78121 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) producerscooptrailers@aol.com

ProGreen Landscape Solutions (Proficient Green Landscape Solutions, Inc)

Address 31 highland dr  
huntsville, TX 77320 Participation Type: Active Supplier

Classifications HUB,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rreed@progreenlandscapesolutions.com

PROJAN (USA) Inc.

Address 4331 Town Plaza Dr. Ste. F1  
Houston, TX 77045 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) projan@sbcglobal.net

ProSport Logistics

Address 3806 Kelley Ave. Suite A  
Springdale, AR 72762 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ivan.gallegos@prosportlogistics.com

Pro-Tech Facility Restoration, LLC

Address 10703 Highland Woods  
Sugar Land, TX 77498 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Victor.Shin@pt-Restoration.com

Providence Office Products LLC

Address 16753  
Conroe, TX 77385 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) admin@providenceofficeproducts.com

PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)

Address 6510 N. 54TH ST.  
TAMPA, FL 33610-1908 Participation Type: Active Supplier

Classifications TAS,TCP,TIP,TXM,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) BIDDEPT@PYRAMIDSP.COM

Quality MRO (Price Global Logistics, LLC)

Address 23 Prestige Cir  
Allen, TX 75002 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@qualitymro.com

Quench USA

Address 780 5th Ave Suite 200  
King of Prussia, PA 19406 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dcohn@quenconline.com

R&K Commercial Aquatic Services

Address P.O. Box 1288  
Tomball, TX 77377-1288 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rkcaservices@gmail.com

R&R Material Supply Co., Inc

Address 9362 Wallisville Rd Suite 120  
Houston, TX 77013 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rrmaterialsupply@pdq.net

R.E.C. Industries, Inc.

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Address PO Box 4868 Participation Type: Active Supplier  
Bryan, TX 77805

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) craig@recind.com

Rainbow Water Purification

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Address 12002 Cassandra Lane Participation Type: Active Supplier  
Houston, TX 77064

Classifications MBE,TAS,HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sales@rwp texas.com

Ramos & Harrison

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Address 224 N Mesquite St Participation Type: Active Supplier  
Corpus Christi, TX 78401

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jrworksts@gmail.com

RCK Equipment Solutions (Curtis Collins and Katina Collins)

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Address 6000 N Sam Houston Pkwy E #610 Participation Type: Active Supplier  
Humble, TX 77396

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Katina@rckequip.com

Ready Tee

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Address 2222 W. Arbor St Participation Type: Active Supplier  
Harlingen, TX 78550

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) silver@ready-tee.com

Recreation Equipment Company

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Address 733 Loma Doble Participation Type: Active Supplier  
Spring Branch, TX 78070

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) admin@therecmobile.com

Refrigeration Technologies, LLC

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Address 1055 South Hanover St. Participation Type: Active Supplier  
Pottstown, PA 19465

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sj.wezel@gmail.com marybeth@refrigerationtechnologiesllc.com

Revitalize Maintenance, LLC

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Address P.O. Box 451467 Participation Type: Active Supplier  
Houston, TX 77245

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Luis@rfmtx.com

RFx Analyst, Inc.

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Address 8 The Green Participation Type: Active Supplier  
Dover, DE 19901

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rfp@rfxanalyst.com  
Response Status Viewed  
Status Date 06/22/2019

Ridley's Vacuum & Janitorial Supply (Cordell Inc)

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Address 3700 Reveille St Participation Type: Active Supplier  
Houston, TX 77087

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) guy@ridleysonline.com nikki@ridleysonline.com

Right Choice Materials Company

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Address 16000 Barkers Point Lane Participation Type: Active Supplier  
Houston, TX 77079

Classifications MBE (Primary),TAS,SBE,HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) don@rightchoicemc.com

Right Now Termite & Pest Control (Dannie Liggans)

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Address 103 Glenborough Participation Type: Active Supplier  
Houston, TX 77067

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) righnowpest@aol.com  
Response Status Viewed  
Status Date 05/21/2019

Rio Paper & Supply LLC

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Address 1800 Mozelle Avenue Participation Type: Active Supplier  
Pharr, TX 78577

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Rickcriopaper@yahoo.com

RKD Enterprise

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Address 17202 Quiet Grove Ln Participation Type: Active Supplier  
Humble, TX 77346

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dmdavis75@aol.com

Rollins, Inc (Orkin, LLC)

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Address 15621 Blue Ash Dr Ste 190 Participation Type: Active Supplier  
Houston, TX 77090

Classifications TXM (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tvrooman@rollins.com

RS3 Turf

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Address 3400 east palm valley blvd  
round rock, TX 78665 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) balexander@rrexpress.com

SAB Industries LLC

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Address 2437 1/2 University Blvd  
Houston, TX 77005 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) susan.bono@sabind.com

San Jacinto Environmental Supplies (San Jacinto Capital Corporation)

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Address 2221 West 34th St  
Houston, TX 77018 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) lansef@sanjacsupply.com

Schneider Electric Buildings Americas (Schneider Electric SA)

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Address 14400 Hollister Road  
Houston, TX 77066 Participation Type: Active Supplier

Classifications TAS (Primary),TCP,TIP

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) debra.jones@schneider-electric.com

Science of Sport

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Address 55 E Calle Belleza  
Tucson, AZ 85716 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) daren@sciencesport.org

Scoreboard Sports, LLC

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Address 509 West 2600 South  
Bountiful, UT 84010 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jrogers@sbssteamsales.com

Scorpion Pest & Termite Control

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Address 20286 hwy 90 n  
Bedias, TX 77831 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) scorpionpest@yahoo.com

Seneca Mechanical LLC

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Address PO Box 128  
Nolanville, TX 76559 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) amyers@seneca-mechanical.com dturner@seneca-mechanical.com



ServiceMaster by Centex (CSTR Services LLC)

Address P.O. Box 1326 Participation Type: Active Supplier  
Waco, TX 76703

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) svmycentex@sbcglobal.net

ServiceMaster Recovery Management (Service Environments of Texas, Inc.)

Address 801 Russell Palmer Road Participation Type: Active Supplier  
Kingwood, TX 77339

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bhollibaugh@srmcat.com

SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)

Address 1951 Lincoln Highway Participation Type: Active Supplier  
North Versailles, PA 15137

Classifications SBE (Primary)  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) harold@servproofmonroeville.com

SETEX Facilities & Maintenance, LLC

Address PO Box 20678 Participation Type: Active Supplier  
Beaumont, TX 77720

Classifications SBE  
Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) setex@setexconstruction.com

Seyforth Services (Seyforth Services Inc)

Address 10520 Plano Rd. Suite 204 Participation Type: Active Supplier  
Dallas, TX 75238

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dbhand07@att.net

Shawnee Trees, LLC

Address 3330 Schlipf Road Participation Type: Active Supplier  
Katy, TX 77493

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) shawneetrees@yahoo.com

SHC Sports (SHC Holdings LLC)

Address 200 N. Walnut Street Participation Type: Active Supplier  
Cottonwood Falls, KS 66845

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) connie@shcinc.com

Shepard Forest (4325 Costa Rica, LLC DBA Shepard Forest)

Address 2905 Washington Drive Participation Type: Active Supplier  
Houston, TX 77038

Classifications MBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) shepardforest@aol.com

SIGN SOLUTIONS, INC

Address 22650 MUESCHKE ROAD Participation Type: Active Supplier  
TOMBALL, TX 77377

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ACCOUNTS@SIGNSOLUTIONS.COM

SILVERSAND SERVICES, INC.

Address 2827 Barker Cypress Participation Type: Active Supplier  
Houston, TX 77084

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rmccullar@silversandservices.com

Simplot Partners (J.R. Simplot Company)

Address P.O. Box 841136 Participation Type: Active Supplier  
Los Angeles, CA 90084

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jay.blodgett@simplot.com  
Response Date 07/02/2019  
Response Status Submitted  
Status Date 07/02/2019

Sims Grass Inc.

Address 655 N. Industrial Blvd. Participation Type: Active Supplier  
Bedford, TX 76021

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) michaels@simsgrass.com

Sky Spotless Cleaners (ADAM NAMAL)

Address 6922 Silver Trace Ct Participation Type: Active Supplier  
Katy, TX 77449

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cahidcakir@gmail.com

SMARTOX

Address 4850 Plaza Dr Participation Type: Active Supplier  
Irving, TX 75063

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) margaret.gilbert@smartox.com

Smartscaping, LLC

Address 11004 Wicklowe Participation Type: Active Supplier  
Houston, TX 77016

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) smartscaping2014@gmail.com

Solidarity Contracting Ilc

Address 10100 w sam houston pkwy s #340 Participation Type: Active Supplier  
houston, TX 77099

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ulusal@solidaritycontracting.com

Solutions Stores

Address 2739 Pasadena Blvd Participation Type: Active Supplier  
Pasadena, TX 77502

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kmccoy@solutionsstores.com zmelendez@solutionsstores.com

SOUTH TEXAS PUMP INC

Address PO BOX 1852 Participation Type: Active Supplier  
WESLACO, TX 78599

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) stpump@gmail.com

Southeast Technical Solutions

Address P.O. Box 3145 Participation Type: Active Supplier  
League City, TX 77573

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) stsfn.com@gmail.com

SOUTHERN ICE EQUIPMENT DISTRIBUTORS

Address 6835 FULTON STREET Participation Type: Active Supplier  
HOUSTON77022, TX 77022

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) craigbrunet@southernice.com

SOUTHWEST WHOLESale LLC

Address 4241 PURDUE STREET Participation Type: Active Supplier  
HOUSTON, TX 77005

Classifications MBE,HUB (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) HUTCHISON@SWAT4241.COM

SPECIAL TOUCH LANDSCAPING (PERSONAL TOUCH MANAGEMENT INC.)

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Address 5090 RICHMOND AVE #496 Participation Type: Active Supplier  
HOUSTON, TX 77056

Classifications MBE,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) afoobs@stlandscaping.com corey@stlandscaping.com

Sports Authority (TSA Stores, Inc)

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Address 11200 Broadway Street Participation Type: Active Supplier  
Pearland, TX 77584

Classifications USC (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) nbickerstaff@sportsauthority.com

Sports Field Holdings DBA Sports Field Solutions

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Address 16400 Dallas Pkwy Participation Type: Active Supplier  
Dallas, TX 75248

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cole@sportsfieldsolutions.com

Spur Employment, Inc.

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Address 3414 Governors Dr. SW #220 Participation Type: Active Supplier  
HUNTSVILLE, AL 35805

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Info@spurjobs.com

SSCI Environmental (Separation Systems Consultants, Inc.)

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Address 17041 El Camino Real Participation Type: Active Supplier  
Houston, TX 77058

Classifications MBE,SBE,HUB (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ssci@sscienvironmental.com

Stanley Convergent Security

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Address 6699 Portwest Drive, 100 Participation Type: Active Supplier  
Houston, TX 77024

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) christine.perry@sbdinc.com

State Industrial Products

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Address 5915 Landerbrook Dr. Suite 300 Participation Type: Active Supplier  
Mayfield Heights,, OH 44124

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bwamser@stateindustrial.com

Strategic Partnerships, Inc.

Address 901 S. Mopac Expy  
Austin, TX 78746 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kyoshida@spartnerships.com

STRAUS SYSTEMS INC

Address 7 STRAUS COURT  
STAFFORD, TX 77477 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bholmberg@straussystems.com

Suburban Land Services, LLC

Address 4519 Lake Halbert Ln  
Richmond, TX 77406 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) brandonb@suburbanlandservices.com  
Response Status Viewed  
Status Date 05/17/2019

Sunrise Construction (Santa Fe Sunrise Construction)

Address 395 cr.142  
Alvin, TX 77511 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) djolly\_sunriseconst@yahoo.com

Supply Works (Interline Brands)

Address 701 San Marco Blvd  
Jacksonville, FL 32207 Participation Type: Active Supplier

Classifications TAS (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jim.kij@supplyworks.com jknight@supplyworks.com Mike.canales@sexauer.com  
institutional-governmentbidsteam@interlinebrands.com

SV Multi-Services, LLC

Address PO Box 23605  
Houston, TX 77228 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sv\_services1@yahoo.com

Swim Shops of the Southwest (Aquatic Ventures, Inc)

Address 2012 W College Ave  
Normal, IL 61761 Participation Type: Active Supplier

Classifications TAS (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tjfry@swimshops.com cindy@swimshops.com

T9 Sports

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Address 36136 Hwy 100 Participation Type: Active Supplier  
Los Fresnos, TX 78566

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) t9sports@hotmail.com

Taylor'd (Taylor'd Diving Inc)

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Address 1152 Lester Burt Rd Participation Type: Active Supplier  
Farmersville, TX 75442

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) holly@taylorddiving.com

Team Express (Concourse Team Express LLC)

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Address 5750 Northwest Parkway, Suite 100 Participation Type: Active Supplier  
San Antonio, TX 78249

Classifications TAS (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jason.larzelere@teamexpress.com

TEC Sports

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Address 5200 Branding Iron Court Participation Type: Active Supplier  
College Station, TX 77845

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Daniel@TEC-Sales.com

Techno Mechanical Solutions, LLC

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Address 7000 N MO PAC EXPY STE 200 Participation Type: Active Supplier  
Austin, TX 78731

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) yortiz@techno-ms.com

Tellepsen Builders

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Address 777 Benmar Dr Participation Type: Active Supplier  
Houston, TX 77060

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) phogan@tellepsen.com

Terminix International Company, L.P.

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Address 11727 S. Sam Houston Pkwy. W. Participation Type: Active Supplier  
Houston, TX 77031

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) tvrooman@terminix.com

Texas Association of African American Chambers of Commerce (TAAACC)

Address 807 Brazos Street Participation Type: Active Supplier  
Austin, TX 78701

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@taaacc.org

Texas Groundworks Management, Inc.

Address P.O. Box 431713 Participation Type: Active Supplier  
Houston, TX 77243

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mgr23@texasgroundworks.com

TEXAS LANDSCAPE CO (RZV Ltd, Co.)

Address 1911 HACKNEY ST. Participation Type: Active Supplier  
HOUSTON, TX 77023

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) texaslandscapeco@aol.com

Texas Motion Sports LLC

Address 1198 Commerce Drive Participation Type: Active Supplier  
RICHARDSON, TX 75081

Classifications TCP,TXM,SBE,HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bids@texasmotionsports.com

Texas Striping and Curb Appeal (Lamont Lagrone)

Address p.o.box 2182 Participation Type: Active Supplier  
Houston, TX 77004

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Texasstripingandcurbappeal@gmail.com

Texas Tree Team (Intermodal Facility & Maintenance, Inc.)

Address 204 Schilling St. Participation Type: Active Supplier  
Baytown, TX 77520

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) gginzel@houstonifm.com

The Baptist Group LLC

Address 945 Donegal Dr Participation Type: Active Supplier  
Locust Grove, GA 30248

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kevinb@thebaptistgroup.com

The Comfort King (Gideon Lynn LLC)

Address 590 Brandon rd.  
Conroe, TX 78309 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Garrettcomfortking@gmail.com

The Everett Group (Sonja Hunter)

Address 13102 Fallsview #4606  
Houston, TX 77077 Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) huntersonja@yahoo.com

The Filter Man LLC

Address 18924 E. Industrial Parkway  
New Caney, TX 77357 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) cathy@filtermanltd.com

The Heart of God Restoration Ministry

Address 2222 Lockwood Drive  
Houston, TX 77020 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) theheartofgod2015@gmail.com

The J Paul Company

Address 2535B East State Hwy 121  
Lewisville, TX 75056 Participation Type: Active Supplier

Classifications HUB,WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Lindsay@jpalco.com

The Ombudsmen Group

Address 213 Bridle Bnd  
Cibolo, TX 78108 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) fmuhammad@myombudsmen.com

The Safeguard System Inc. (Safeguard System Inc.)

Address 4401 Kostoryz  
Corpus Christi, TX 78415 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rose@safeguardsysteminc.com



Tico Telehealth Inc.

Address 10712 Culberson  
Austin, TX 78748 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) l.bibby@ticotelehealth.com

TMB Screen Printing & Embroidery Spring

Address 21602 Tatton Crest Ct  
Spring, TX 77388 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) anita@tmbspring.com

Total Boiler & Mechanical, LLC

Address 8525 Hwy 35 S  
Liverpool, TX 77577 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) john.derrick@totalboiler.com

total maintenance

Address 9950 sfm 2790 w  
somerset, TX 78069 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) spoon4589@aol.com peggy@tmssouth.com

Total Team Companies, LLC

Address 3407 Lang Road Suite A  
Houston, TX 77092 Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) invoicing@totalteamcons.com

Transcare llc

Address 9203 hwy 6 S  
Houston, TX 77083 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) transcarehou@gmail.com

Triple S (Standardized Sanitation Systems, Inc.)

Address 2 Executive Park Drive  
Billerica, MA 01862 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dwagner@triple-s.com

Tri-State Mechanical

Address 4418 Sugarvine Ct  
League City, TX 77573 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mlarocca@tri-statemechanical.com

TruGreen LawnCare

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Address 2421 Black Gold Ct Participation Type: Active Supplier  
Houston, TX 77073

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dwaynering@trugreenmail.com

Truly Nolen of America, Inc.

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Address 3636 E Speedway Blvd Participation Type: Active Supplier  
Tucson, AZ 85716

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) robert.barman@trulymail.net

TRW MODERNFOLD CO., INC.

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Address 6754 BOURGEOIS RD Participation Type: Active Supplier  
HOUSTON, TX 77066

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jessicag@trwfamily.com

Turner Power and Construction, LLC (Turner Power Systems and Contractors, LLC)

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Address 12707 Haynes Rd Participation Type: Active Supplier  
Houston, TX 77066

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ronmoserjr@gmail.com

U.S. Underwater Services, LLC

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Address Dept 8091 Participation Type: Active Supplier  
Dallas, TX 75265

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) inlandsales@usunderwaterservices.com

UNBEATABLE SALE INC

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Address 195 LEHIGH AVE Participation Type: Active Supplier  
LAKEWOOD, NJ 08701

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) hmelendez@unbeatable-sale.com

UniFirst Corporation

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Address 455 Airport Rd. Participation Type: Active Supplier  
Corpus Christi, TX 78405

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) stephanie\_swinney@unifirst.com

US Specialty Coatings

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Address 1000 McFarland 400 Blvd Participation Type: Active Supplier  
Alpharetta, GA 30004

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) samantha@usscproducts.com

USA Pools of TX

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Address 10800 Alpharetta Hwy Roswell, GA 30075 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) katylynn@usapools.com

Utturn Concepts Inc

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Address 1501 Shady Villa Fern Houston, TX 77055 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ayoka\_o@uturnconcepts.com

V R Promotions LLC

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Address 7920 Camp Bowie West Blvd Fort Worth, TX 76116 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) vpatel@vrtexaspromotions.com

Varsity Impact (Varsity Brands Holding Co., Inc.)

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Address 6745 Lenox Center Ct., Ste. 300 Memphis, TN 38115 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) kdrhodes@varsitybrands.com

Versacor Enterprises, LLC

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Address 485 Cherry Lane Southlake, TX 76092 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) patti.flores@versacor.com

Virtual Builders Exchange

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Address 4047 Naco Perrin San Antonio, TX 78217 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jeannette@virtualbx.com

Visual Arts Productions

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Address 14310 Summer Garden Drive Houston, TX 77083 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@vaproduction.org

Voceon Digital Radio Communications

Address 1219 Price Plaza  
Houston, TX 77449 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) rsmith@voceon.com

Vortex Colorado

Address 20 Odyssey  
Irvine, CA 92618 Participation Type: Active Supplier

Classifications DIR (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) stacey@vortexdoors.com

VS Athletics

Address 3474 Emprse Dr ste. 120  
San Luis Obispo, CA 93401 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Carl@vsathletics.com

Walker's Empire Services

Address 7130 SIENA VISTA DR  
houston, TX 77083 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dmcghee2@yahoo.com

Waste Systems Equipment Inc

Address PO Box 40878  
Houston, TX 77240 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) wse1975@sbcglobal.net

Water Treatment Services Inc. (W.T.S. Inc.)

Address 525 E Coombs St  
Alvin, TX 77511 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) wtsjkitchens@aol.com

WaterLogic USA

Address 100 Biddle Ave  
Newark, DE 19702 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Marty.tiskos@waterlogicsusa.com

Watt Landscaping (Watt Family Enterprises)

Address 5003 Walnut Cove  
Houston, TX 77084 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jason@wattlandscaping.com

Way Engineering LTD

Address 8610 Wallisville RD Participation Type: Active Supplier  
Houston, TX 77029

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) dispatch@wayeng.com

WCD Enterprises, LLC

Address 28150 N. Alma School Pkwy #103-452 Participation Type: Active Supplier  
Scottsdale, AZ 85262

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) wes.dryden@yahoo.com

Werk U Out training

Address 2702 mockingbird dr Participation Type: Active Supplier  
alvin, TX 77511

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jmiller1825@gmail.com

Westco Grounds Maintenance, Inc

Address 12350 Taylor Rd. Participation Type: Active Supplier  
Houston, TX 77041

Classifications USC,SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bpalermo@westcogrounds.com

Western Horticultural Services, LP

Address 11335 Charles Road Participation Type: Active Supplier  
Houston, TX 77041

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bryan@westernhs.com

Whitener Enterprises, Inc

Address 1296 FM 3083 Participation Type: Active Supplier  
Conroe, TX 77301

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) beth@whient.com bryan@whient.com wwatts4@aol.com

Willbanks & Associates, Inc.

Address 6610 Stillwell St Participation Type: Active Supplier  
Houston, TX 77087

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) treyw@willbanksinc.com

Winfield (Winfield Solutions LLC)

Address 4818 N. Sam Houston Pkwy  
Houston, TX 77086 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) jmcabori@landolakes.com  
Response Date 05/21/2019  
Response Status Submitted  
Status Date 05/21/2019

World Technical Services, Inc.

Address 4903 NW Industrial Road  
San Antonio, TX 78238 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) wts@worldts.org

Worldwide Power Products

Address 5711 Brittmoore Road  
Houston, TX 77041 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) sspidle@wpowerproducts.com

Worth Hydrochem of Houston (BRKym, Inc.)

Address 6718 Bourgeois Rd.  
Houston, TX 77066 Participation Type: Active Supplier

Classifications HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) bradkym@worthhydrochemofhouston.com reginakym@worthhydrochemofhouston.com

XACTRAK

Address 5 AMity Ln.  
Rockwall, TX 75087 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) mark.xactrak@gmail.com

xpedx (xpedx, a division of International Paper Company, a New York corporation)

Address PO Box 677319  
Dallas, TX 75267-7319 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) christina.rawlinson@veritivcorp.com chris.williams@veritivcorp.com richard.orsak@veritivcorp.com

xtremetees embroidery and printing

Address 600 N Veterans Blvd suite D  
San Juan, TX 78589 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) xtremetees18@gmail.com

Yellowstone (BIO Landscape & Maintenance, Inc.)

Address 5205 Dow Houston, TX 77040 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) ccathey@yellowstonelandscape.com

Yes America Enterprises (Yes America Now, Inc)

Address 3776 Greenbriar Dr Stafford, TX 774744 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) yesamericaservices@gmail.com

Your Pest Control Company, Inc

Address PO Box 136086 Fort Worth, TX 76136 Participation Type: Active Supplier

Classifications SBE (Primary),HUB,WBE

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) deenorris@yourpestcontrolcompany.com

Z Smart, LLC

Address 709 B West Rusk #813 Rockwall, TX 75087 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) Keith@ZSmartCo.com

Zhou Medical Solutions. LLC

Address 2646 South Loop West Ste 570 Houston, TX 77054 Participation Type: Active Supplier

Invitation Date 05/17/2019  
Invitation Type Automatic  
Invitation Email(s) info@zhoumedical.com

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**Bid Activity Detail**

1st Advertisement

Activity Date 5/17/2019 08:00:00 AM (CT)

Description

2nd Advertisement

Activity Date 5/20/2019 08:00:00 AM (CT)

Description

Pre-Proposal Meeting

Activity Date 5/23/2019 02:00:00 PM (CT)

Description The Pre-Proposal Meeting will be held at 6005 Westview Drive, Houston, Texas, 77055

Proposal Closes

Activity Date 7/2/2019 02:00:00 PM (CT)

Description

Anticipated Board Award

Activity Date 8/21/2019 01:00:00 PM (CT)

Description

Activity Participants

Fort Bend Services, Inc.	Houston, TX USA
Contact Name: Tammy Faber Vice President of Operations	
Participation Date: 5/17/2019 08:45:31 AM (CT)	
Intent: Responding	
Winfield	
Contact Name: Mr. John Mario Cabori Sales Representative	
Participation Date: 5/21/2019 10:04:23 AM (CT)	
Intent: Responding	
Internal Notes: I am working through it	
BUGCO Pest Control	Houston, TX USA
Contact Name: Darrell Mather Manager	
Participation Date: 5/21/2019 02:42:33 PM (CT)	
Intent: Responding	
Internal Notes: Thank you for this opportunity to be of service.	
Holder's Pest Solutions	Houston, TX USA
Contact Name: Anthony Acevedo	
Participation Date: 5/21/2019 02:44:53 PM (CT)	
Intent: Responding	
Simplot Partners	Houston, TX USA
Contact Name: Jay Blodgett	
Participation Date: 5/23/2019 01:10:44 PM (CT)	
Intent: Responding	
Premier Wireless	Houston, TX USA
Contact Name: Lea Bogle President	
Participation Date: 5/30/2019 04:28:31 PM (CT)	
Intent: Not Responding	
Chembrite Facility Solutions817	
Contact Name: Mark Johnson Manager of Chemical Division	
Participation Date: 5/30/2019 06:49:59 PM (CT)	
Intent: Not Responding	
Caldarella's Restaurant Supply	Houston, TX USA
Contact Name: Tessa Caldarella	
Participation Date: 6/5/2019 02:23:39 PM (CT)	
Intent: Not Responding	
Internal Notes: We do not offer these supplies and services.	
Earthwise Termite and Pest	Houston, TX USA
Contact Name: Mr. Ralph Robert Fisher Owner	
Participation Date: 6/7/2019 07:20:33 PM (CT)	
Intent: Responding	
Internal Notes: Must see details in order to move forward.	
LBNM Corporation	Houston, TX USA
Contact Name: Tajudeen Bakare Director	
Participation Date: 6/11/2019 11:52:18 AM (CT)	
Intent: Not Responding	
Big Tex Pool Supplies	Houston, TX USA
Contact Name: Will Rommelmann	
Participation Date: 6/12/2019 10:33:35 AM (CT)	
Intent: Responding	



Fielder's Choice, Inc.	Houston, TX USA
Contact Name: Caleen Worthen Project Procurement Assistand	
Participation Date: 6/17/2019 11:48:38 AM (CT)	
Intent: Not Responding	
C & H Transportation	Houston, TX USA
Contact Name: Deborah Okamoto Transportation Coordinator	
Participation Date: 6/19/2019 06:17:36 PM (CT)	
Intent: Not Responding	
Internal Notes: C & H Transportation provides transportation services.	
Best Practice Associates, Inc.	Houston, TX USA
Contact Name: Susan Niette President	
Participation Date: 6/23/2019 10:02:17 PM (CT)	
Intent: Not Responding	
Internal Notes: We do not provide this service.	
ISI COMMERCIAL REFRIGERATION, INC	Houston, TX USA
Contact Name: Mrs. Mary L Gray Sales Administration Manager	
Participation Date: 7/1/2019 10:03:55 AM (CT)	
Intent: Not Responding	
Leslie's Swimming Pool Supplies	Houston, TX USA
Contact Name: Mr. Francisco J Hernandez	
Participation Date: 7/2/2019 01:43:08 PM (CT)	
Intent: Responding	

**Regular Board Meeting**

**6.E.14.**

**Meeting Date:** August 21, 2019

**Title:** Contract Award for RFP 19/051TP Frozen Dessert Products

**Submitted For:** Jeff Drury, Choice Partners

**Submitted By:** Laura Sprehe

**Recommended Action:** Approve

**HCDE Goal(s):** 2. Deliver value responsibly

**Additional Resource Personnel:**

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Contract award for job no. 19/051TP for Frozen Dessert Products with the following vendors:** BlueBonnet DSD Irving, Inc. dba BlueBonnet Ice Cream (19/051TP-01); Dippin' Dots Holdings, L.L.C. dba Dippin' Dots, L.L.C. (19/051TP-02), and Southern Ice Cream (19/051TP-03) for the period of 08/21/2019 through 08/20/2020.

**Subject:**

Choice Partners; Contract Award; Food Contract; Revenue Generating

**Rationale:**

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Frozen Dessert products to HCDE/Choice Partners members.

Two hundred ninety-one (291) invitations were extended for proposals. Four (4) responses were received from vendors. Each response was reviewed for compliance with the requirement of RFP no. 19/051TP. All responses that met the criteria and requirements of the RFP were evaluated and scored. One (1) vendor was non-responsive, and three (3) vendors offering the best value to HCD/Choice Partners and it's members were selected for award.

HCDE/Choice Partners recommends award of a one (1) year contract from 08/21/2019 to 08/20/2020 to the vendors stated above in Posted Agenda Items. Contract no. 19/051TP has the option for up the three (3) annual renewals. Anticipated revenue from contract no.19/051TP will be an administrative fee of one percent (1%) 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**

- Committee Recommendation
- Evaluation Summary
- Participation List

**Form Review**

**Inbox**  
Choice Partners

**Reviewed By**  
Jeff Drury

**Date**  
07/29/2019 03:44 PM

Evaluation Criteria		Total Weighted Value	BlueBonnet DSD Irving Inc.	Champion Concessions	Dippin' Dots	Southern Ice Cream
Averages						
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		40.0	34.33	NR	33.33	39.33
(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 Other projects completed within the past 10 years		20.0	16.00	NR	15.67	18.67
(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		25.0	20.67	NR	22.67	23.00
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.0	0.00	NR	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		5.0	5.00	NR	5.00	4.33
(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	0.00	NR	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		5.0	1.33	NR	2.67	4.33
(8) Marketing Plan		5.0	4.33	NR	3.67	5.00
<b>Total</b>		<b>100</b>	<b>81.67</b>	Non-responsive	<b>83.00</b>	<b>94.67</b>
Evaluation committee for this RFP: Joe Russo Ashley Phelps Jessica Hernandez		Invitations sent to 291 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: Contract Vendor 19/051TP -01 BlueBonnet DSD Irving Inc. 19/051TP -02 Dippin' Dots 19/051TP -03 Southern Ice Cream				
<b>Non-Responsive</b>		<b>1</b>				
<b>Non-Awarded</b>		<b>3</b>				
<b>Award Threshold of 70</b>						
<b>Total Responses</b>		<b>4</b>				

Evaluation Criteria		Total Weighted Value	BlueBonnet DSD Irving Inc.	Champion Concessions	Dippin' Dots	Southern Ice Cream	
Averages							
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted. Pricing may also be based upon usage and coverage		40.0	34.33	NR	33.33	39.33	
(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. Other projects completed within the past 10 years		20.0	16.00	NR	15.67	18.67	
(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		25.0	20.67	NR	22.67	23.00	
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.0	0.00	NR	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		5.0	5.00	NR	5.00	4.33	
(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	0.00	NR	0.00	0.00	
(7) Vendor's past relationship with HCDE/CP		5.0	1.33	NR	2.67	4.33	
(8) Marketing Plan		5.0	4.33	NR	3.67	5.00	
<b>Total</b>		<b>100</b>	<b>81.67</b>	Non-responsive	<b>83.00</b>	<b>94.67</b>	
Evaluation committee for this RFP: Joe Russo Ashley Phelps Jessica Hernandez		Invitations sent to 291 prospective bidders Huffman ISD Humble ISD Humble ISD					Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: Contract Vendor 19/051TP -01 BlueBonnet DSD Irving Inc. 19/051TP -02 Dippin' Dots 19/051TP -03 Southern Ice Cream
<b>Non-Responsive</b>		<b>1</b>					
<b>Non-Awarded</b>		<b>3</b>					
<b>Award Threshold of 70</b>							
<b>Total Responses</b>		<b>4</b>					

# Harris County Department of Education

## Participation Detail as of 7/23/2019 11:02:20 AM (CT)

### Bid Information

Bid Creator Laura Sprehe Food Contract Coordinator  
 Email lsprehe@hcde-texas.org  
 Phone  
 Fax

Bid Number 19/051TP  
 Title Frozen Dessert Products  
 Bid Type Request for Proposal  
 Issue Date 6/21/2019 12:00 AM (CT)  
 Close Date 7/19/2019 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	06/21/2019			
23 THRU ME LLC (23 THRU ME)	Houston, TX	06/21/2019			
365 Paving & Construction LLC	Mission, TX	06/21/2019			
A. Bargas & Associates, LLC	San Antonio, TX		Viewed	07/09/2019	
A.F. Import & Wholesale Co.	Houston, TX	06/21/2019			
AAA Painting	Houston, TX	06/21/2019			
Adams County Dairies (Richle Young Inc.)	Fort Worth, TX	06/21/2019			
Advance Pierre Foods	Blue Ash, OH	06/21/2019			
Advance Sales	Houston, TX	06/21/2019			
Advance Sales & Marketing	Dallas, TX	06/21/2019			
AdvancePierre Foods	Cincinnati, OH	06/21/2019			
Advantage office products	Houston, TX	06/21/2019			
Albie's Foods, Inc.	Gaylord, MI	06/21/2019			
All American Poly	Piscataway, NJ	06/21/2019			
Alpha Foods Co.	Waller, TX	06/21/2019			
American Foods Group (Skylark Meats Brands Division)	Omaha, NE	06/21/2019			
American Pride Paper and Plastic	Lakewood, NJ	06/21/2019			
American Pride Seafoods LLC (American Seafoods International LLC)	New Bedford, MA	06/21/2019			
AmeriQual Group LLC	Evansville, IN	06/21/2019			
Aogo Tech Services	Richmond, TX	06/21/2019			
Apple & Eve	Port Washington, NY	06/21/2019			
Aquilla Educational Resources	FORNEY, TX		Viewed	07/05/2019	
Asian Food Solutions (Chinese Food Solutions, Inc)	Oviedo, FL	06/21/2019			
B2BDistribut, Inc.	Austin, TX	06/21/2019			
Bake Crafters Food Company	Collegedale, TN	06/21/2019			
Bearing Fruit Early Childhood Training	HOUSTON, TX	06/21/2019			
Bella candle factory (DIY Kit World)	Brooklyn, NY		Viewed	07/02/2019	
Ben E Keith Foods (Ben E Keith Company)	Fort Worth, TX	06/21/2019			
Berk Enterprises	Warren, OH	06/21/2019			
Best Express Foods	Cincinnati, OH	06/21/2019			
Best Practice Associates, Inc.	Houma, LA		No Bid	06/23/2019	06/23/2019
Blue Bell Creameries	Brenham, TX	06/21/2019			
BlueBonnet DSD Irving Inc.	Irving, TX	06/21/2019	Submitted	07/19/2019	07/19/2019
BMHR - Better Man HR LLC	SAN ANTONIO, TX	06/21/2019			
Bongards	Bongards, MN	06/21/2019			
Borden Dairy Company	Houston, TX	06/21/2019			
BRAUN BEEF CO. INC	SAN ANTONIO, TX	06/21/2019			
BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	06/21/2019			
Bridge Point Integrated Services	Houston, TX	06/21/2019			
BRIGHTER FUTURE, INC.	Houston, TX	06/21/2019			
Brookwood Farms Inc	Siler City, NC	06/21/2019			

Brothers Produce	Freindswood, TX	06/21/2019			
Brothers Produce of Dallas Inc.	Garland, TX	06/21/2019			
BTE Giftware Store (BTE Import-Export)	San Antonio, TX	06/21/2019			
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	Houston, TX	06/21/2019			
Buena Vista Foods (Sterling Foods)	Azusa, CA	06/21/2019	Viewed	06/21/2019	
Burkett Business	Liberty Hill, TX	06/21/2019			
C & H Transportation (Houston Bus Service)	Houston, TX		No Bid	07/01/2019	07/01/2019
Cafe Favorites (W.A. Kretch Co., LLC)	Lakeland, FL	06/21/2019			
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX	06/21/2019			
Cal-Tex Citrus Juice, LP	Houston, TX	06/21/2019			
Cargill Kitchen Solutions	Monticello, MN	06/21/2019			
Cargill Meat Solutions	Wichita, KS	06/21/2019			
Cargill Meat Solutions Corporation	Wichita, KS	06/21/2019			
CC Distributors, Inc.	Corpus Christi, TX	06/21/2019			
Cebev LLC/Juice Bowl	Boca Raton, FL	06/21/2019	No Bid	07/11/2019	07/11/2019
Champion Concessions (Champion concessions llc)	College station, TX	06/21/2019	Submitted	07/19/2019	07/19/2019
ChampSelect (ChampSelect LLC)	Katy, TX	06/21/2019			
Chef B Services (Boycott Ranch Dressing, LLC)	The Woodlands, TX	06/21/2019			
Chef's Corner Foods (Omnibus Trading Corp)	Hayward, CA	06/21/2019			
Child Care Associates	FORT WORTH, TX	06/21/2019			
CHURCHFIELD TRADING CO	SANTA YNEZ, CA	06/21/2019			
Cibus Brokerage	Addison, TX	06/21/2019	Viewed	07/03/2019	
CINPAK INC.	SAN ANTONIO, TX	06/21/2019			
Cisneros Packing Co., Inc.	Raymondville, TX	06/21/2019			
Citadel Enterprises Inc	San Jose, CA	06/21/2019			
Coca-Cola Refreshments	Dallas, TX	06/21/2019			
Comida Vida, Inc.	Fairmont, MN	06/21/2019			
ConAgra Foods, Inc.	Troy, OH	06/21/2019	Viewed	07/05/2019	
Cool Bev. (Cool Beverages of Texas Inc.)	Houston, TX	06/21/2019			
Culinary Standards (RSW Distributors, LLC)	Louisville, KY	06/21/2019			
Danmart, Inc	Houston, TX	06/21/2019			
Darlington (Darlington Cookie Company)	Noblesville, IN	06/21/2019	Viewed	06/21/2019	
dave's baking company (Bake R US inc)	santa monica, CA	06/21/2019			
Davila Pharmacy Inc	San Antonio, TX	06/21/2019			
dba Stenhouse Publishers and dba Staff Development for Educators (SDE, Inc.)	Portsmouth, NH		No Bid	07/19/2019	07/19/2019
Del Monte Foods, Inc.	Walnut Creek, CA	06/21/2019			
Devin Distributing an Packaging	Palmhurst, TX	06/21/2019			
DFMi (D&F Marketing Inc.)	Tucker, GA	06/21/2019			
DiMare Fresh, Inc.	Fort Worth, TX	06/21/2019			
Dippin' Dots	Paducah, KY	06/21/2019	Submitted	07/19/2019	07/19/2019
Diversified Foodservice Mfg. - DFM (D&F Marketing Inc)	Tucker, GA	06/21/2019			
Domino's Pizza (MAC Pizza Management, Inc.)	College Station, TX	06/21/2019			
Dominos, LLC	Ann Arbor, MI	06/21/2019			
Double B Foods	Arlington, TX	06/21/2019			
Double 'D' International Food Co., Inc.	Bedford, TX	06/21/2019			
Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)	Plano, TX	06/21/2019			
Dr. Clean Ice Machines	Katy, TX	06/21/2019			
Dr. Mary E. White International, LLC	Houston, TX		No Bid	06/24/2019	06/24/2019
Dutchboy Food Systems, Inc	Knoxville, TN	06/21/2019			
Dynamic Foods	Lubbock, TX	06/21/2019			
Efficient Consultants	Los Angeles, CA	06/21/2019			
Elements Food Group Inc.	Montclair, CA	06/21/2019			
Elite Coffee Cafe (Suite Developments LLC)	Houston, TX	06/21/2019			
Epic Harvest (Epic Harvests LLC)	Jacksonville, FL	06/21/2019			
ES Foods/East Side Entrees	Woodbury, NY	06/21/2019	Viewed	06/21/2019	
FamilyPoint Resources	Houston, TX	06/21/2019			
First Choice Foods	Fort Worth, TX	06/21/2019			
First Place Foods, LLC	Garland, TX	06/21/2019			
Fit Foodz, Inc.	Atlanta, GA	06/21/2019			
Foodscapes (Glanbia Nutritionals, Inc.)	Fitchburg, WI	06/21/2019			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	06/21/2019			
Foster Farms (Foster Poultry Farms)	Livingston, CA	06/21/2019	No Bid	06/25/2019	06/25/2019

Franklin Southern Maid Donuts	Houston, TX	06/21/2019		
Frenchy's Sausage Company, Inc.	Houston, TX	06/21/2019		
Frito-Lay	Plano, TX	06/21/2019		
Frosty Treats (FTI Wholesale, Inc.)	Kansas City, MO	06/21/2019		
FSISW, LLC	Houston, TX	06/21/2019		
Full Filled Project Inc	Plano, TX	06/21/2019		
Fusion Food Marketing & Sales	Houston, TX	06/21/2019	Viewed	07/03/2019
GDK Go Inc. DBA Dominos Pizza	Houston, TX	06/21/2019		
Glazier Foods Company	Houston, TX	06/21/2019		
Global Coffee Company	Houston, TX	06/21/2019		
Global Foods Inc.	Las Vegas, NV	06/21/2019		
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	06/21/2019		
Gold Creek Foods, LLC	GAINESVILLE, GA	06/21/2019		
Goldkist, A Pilgrim's Pride Company (Pilgrim's Pride Corporation)	Greeley, CO	06/21/2019		
Good Harbor Fillet Co., LLC	Gloucester, MA	06/21/2019		
Gordon Food Service, Inc.	Grand Rapids, MI	06/21/2019		
Grace Academy Learning Center (Healing the Family, Inc.)	Houston, TX	06/21/2019		
HAH INC	Houston, TX	06/21/2019		
Hardie	Houston, TX	06/21/2019		
Hardies Fruit & Vegetable Co. Houston-LP	Dallas, TX	06/21/2019		
Harris School Solution	Niagra Falls, NY	06/21/2019		
Harvest Hill.	Stamford, CT	06/21/2019		
Hawaiian Fruit Freeze (Howie Tropical Flurry Drink, Inc.)	Pflugerville, TX	06/21/2019		
HCDE CPC	Houston, TX	06/21/2019		
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	06/21/2019		
Healthy Lunch Box	Houston, TX	06/21/2019		
Heart Nation Inc	Humble, TX	06/21/2019		
Heart of Texas Biscuits	Waco, TX	06/21/2019		
Hershey's Ice Creamm (Hershey Creamery Company)	Harrisburg, PA	06/21/2019		
Hickory Hollow Restaurant (Bayou BBQ Inc.)	houston, TX	06/21/2019		
HIGH LINER FOODS	Portsmouth, NH	06/21/2019		
Hiland Dairy Foods Company	Dallas, TX	06/21/2019		
Hinsdale Farms	Bristol, IN	06/21/2019		
Horizon Snack Foods, Inc	Livermore, CA	06/21/2019		
Hormel	Austin, MN	06/21/2019		
Horns Crew Trucking (Alvin Horn)	Longview, TX	06/21/2019		
HOT Biscuits (Heart of Texas Biscuits Inc.)	Waco, TX	06/21/2019		
Houston Urban Debate League	Houston, TX	06/21/2019		
Hyper Networks LLC	Sachse, TX		Viewed	07/15/2019
Ice Cream Specialties (Z.I. Rose Inc.)	Bedford, OH	06/21/2019		
Icelandic USA, Inc	Newport News, VA	06/21/2019		
Idaho Pacific	Ririe, ID	06/21/2019		
Idahoan Foods, LLC	Idaho Falls, ID	06/21/2019		
Innoseal Systems	Charlotte, NC	06/21/2019		
Integrated Food Service (Let's Do Lunch, Inc)	Gardena, CA	06/21/2019		
Interflex Inc	West Reading, PA	06/21/2019	Viewed	06/24/2019
ISI COMMERCIAL REFRIGERATION, INC	Lewisville, TX		No Bid	07/01/2019 07/01/2019
Island Oasis Frozen Cocktail Co., Inc.	Walpole, MA	06/21/2019		
J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)	Orrville, OH	06/21/2019		
J.O.Y. Foods, Inc.	Dallas, TX	06/21/2019		
J.R. Simplot Company	Boise, ID	06/21/2019		
Jake's Finer Foods	Houston, TX	06/21/2019		
Jennie-O Turkey Store Sales, LLC	Willmar, MN	06/21/2019		
JNSFOODS	tamarac, FL	06/21/2019		
John Williams (Mrs litha child care center)	La porte, TX	06/21/2019		
Jones-Neitzel Co	Dallas, TX	06/21/2019		
Jonny Pops, LLC	St. Louis Park, MN	06/21/2019		
jp ice cream (ja-en enterprises)	Pharr, TX	06/21/2019	Viewed	06/28/2019
JTM Food Group (J.T.M. Provision's Company, Inc)	Harrison, OH	06/21/2019		
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	06/21/2019		

KD Acquisition I, LLC dba Kings Delight (Kings Delight)	Gainesville, GA	06/21/2019			
Kemm ice cream llc (Mariana Ernst)	Baton Rouge, LA	06/21/2019			
Kendrick Skipper dba Chick-fil-A at Magnolia	Magnolia, TX	06/21/2019			
Kent Precision Foods Group	St. Louis, MO	06/21/2019	Viewed	07/11/2019	
KEYIMPACT SALES & SYSTEMS	AUSTIN, TX	06/21/2019	Viewed	06/21/2019	
KeyImpact Sales & Systems, Inc.	Pasadena, TX	06/21/2019			
Kings Delight	Gainesville, GA	06/21/2019			
Klement Ice Cream Vendors (Karl Klement Properties, Inc.)	Decatur, TX	06/21/2019			
Kraft Heinz Foods Company	Pittsburgh, PA	06/21/2019	Viewed	06/21/2019	
Kurz & Co.	Houston, TX	06/21/2019			
La Brisa Ice Cream Co (Guadalupe Flores)	Houston, TX	06/21/2019			
Labatt Food Service	San Antonio, TX	06/21/2019			
Lakeland Marketing	Spring, TX	06/21/2019			
Lamb Weston	Eagle, IL	06/21/2019			
Land O'Lakes	Arden Hills, MN	06/21/2019			
Land O'Lakes/Advantage Waypoint LLC (Land O'Lakes)	Tampa, GA	06/21/2019	Viewed	06/21/2019	
Launch Point CDC, Inc.	Houston, TX	06/21/2019			
Lazo Food Brokerage (Vanessa Lazo)	Houston, TX	06/21/2019			
Little Ones Daycare	Pasadena, TX	06/21/2019			
Lone Star Coffee LLC	Houston, TX	06/21/2019			
Lott Marketing	Houston, TX	06/21/2019			
Lux Bakery, Inc.	SAN ANTONIO, TX	06/21/2019			
M & B Products, Inc.	Temple Terrace, FL	06/21/2019			
M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.)	Santa Fe Springs, CA	06/21/2019			
Magic Seasoning Blends, LLC	New Orleans, LA	06/21/2019			
Maid-Rite Steak Co Inc	Dunmore, PA	06/21/2019			
Masters Distribution (The Masters Distribution Systems Company, Inc.)	Arlington, TX	06/21/2019			
McLane Global	Houston, TX	06/21/2019			
McLean Marketing	Boerne, TX	06/21/2019			
McNairn Packaging	westfield, MA	06/21/2019			
Mendoza Fresh Produce	Houston, TX	06/21/2019			
Michael Foods Inc.	Minnetonka, MN	06/21/2019	Viewed	06/21/2019	
Millunzi & Associates	The Woodlands, TX	06/21/2019			
Mrs. Clark's Foods (MCF Operating LLC)	Ankeny, IA	06/21/2019			
Muffin Town (JSB Industries, Inc.)	Chelsea, MA	06/21/2019			
Nardone Bros Baking Co Inc.	Wilkes Barre, PA	06/21/2019			
National Food Group, Inc	Novi, MI	06/21/2019			
Newton Brokerage (Margueritte D. Newton)	Houston, TX	06/21/2019			
Nicho Produce Co., Inc.	Edinburg, TX	06/21/2019			
Nogales Produce Inc.	Dallas, TX	06/21/2019			
NORDCO Marketing, Inc.	The Woodlands, TX	06/21/2019			
Northbourne Food Suppliers	Houston, TX	06/21/2019			
notables	Brooklyn Center, MN	06/21/2019			
NU Health Foods, LLC	Marina Del Rey, CA	06/21/2019	No Bid	06/21/2019	06/21/2019
OAK FARMS DAIRY	Houston, TX	06/21/2019	Viewed	06/21/2019	
Oscar's Creamery & Catering (Inwood Associations LLC)	Houston, TX	06/21/2019			
Otis Spunkmeyer LLC	San Leandro, CA	06/21/2019			
Out of the Shell DBA Yangs 5th Taste	South El Monte, CA	06/21/2019	No Bid	06/21/2019	06/21/2019
Paeteria El Pibe	Houston, TX	06/21/2019	Viewed	07/01/2019	
Papa John's (GFPM LLC)	Houston, TX	06/21/2019			
Papa John's Pizza (Houston Pizza Venture, LP)	Houston, TX	06/21/2019			
Papa Murphy's Pizza (Limmrick Pizza Works Memorial, LLC)	Pearland, TX	06/21/2019			
Payton's Blend (Payton's Blend LLC)	Houston, TX	06/21/2019			
PepsiCo	Houston, TX	06/21/2019			
Perdue Foods LLC	Salisbury, MD	06/21/2019			
Perfect Parfait Holdings LLC	Plano, TX	06/21/2019			
PFG Victoria (Vistar Corporation)	Cenninell, CO	06/21/2019			
PHD Resources & Taxes	Houston, TX	06/21/2019			
Phil-Paul Tax Services	Houston, TX	06/21/2019			
Pilgrims Pride Corp	Greeley, CO	06/21/2019			



Preferred Meal Systems, Inc	Berkeley, IL	06/21/2019			
Preschool Express Learning Academy	Humble, TX	06/21/2019			
Prime Central Store (Waretrack, Inc.)	HOUSTON, TX	06/21/2019			
Prime Vendor Inc.	Wilmington, NC		Viewed	06/24/2019	
Pro Beverage Solutions, LLC	Austin, TX	06/21/2019			
Proview Foods LLC	Gainseville, GA	06/21/2019			
Quality Star Products Ltd.	Garland, TX	06/21/2019			
Quantum Foods, LLC	Bolingbrook, IL	06/21/2019			
Ramos & Harrison	Corpus Christi, TX	06/21/2019			
Rapids Wholesale (Dascoa)	Marion, IA	06/21/2019	Viewed	06/21/2019	
Red Gold, LLC (Calfed Financial Corporation) refresh LLC	Orestes, IN beaumont, TX	06/21/2019 06/21/2019			
Revolution Foods, Inc.	Oakland, CA	06/21/2019			
REXCO FOODS LLC	The Woodlands, TX	06/21/2019			
RFx Analyst, Inc.	Dover, DE	06/21/2019	Viewed	06/22/2019	
Rich Chicks, LLC	Tracy, CA	06/21/2019			
Rich Ice Cream	West Palm Beach, FL	06/21/2019	Viewed	06/21/2019	
Rich Products Corporation	Buffalo, NY	06/21/2019	Viewed	06/24/2019	
Ridgefields (The Ridgefield's Brand Corporaton)	Montgomery Village, MD	06/21/2019			
Rising Star Academy	Houston, TX	06/21/2019			
River City Produce Co., Inc	San Antonio, TX	06/21/2019			
Rodriguez Foods LTD	Fort worth, TX	06/21/2019			
Rose & Shore	Vernon, CA	06/21/2019			
S.A. Piazza & Associates, LLC	Clackamas, OR	06/21/2019	Viewed	06/21/2019	
Sargent Foods LLC	Sarasota, FL	06/21/2019	Viewed	06/21/2019	
School Choices	Spring, TX	06/21/2019			
Schreiber Foods Inc	Green Bay, WI	06/21/2019			
Schwan's Food Service, Inc.	Marshall, MN	06/21/2019	Viewed	07/16/2019	
SilverLine Distributors	HOUSTON, TX	06/21/2019			
Smart Mouth Foods (Bull's Eye Brands, Inc.)	Atlanta, GA	06/21/2019			
SOMMA Food Group, LLC	Dallas, TX	06/21/2019			
South Mill Mushroom Sales	Kennett Square, PA	06/21/2019			
Southern Ice Cream	Stafford, TX	06/21/2019	Submitted	07/18/2019	07/18/2019
Southwest Foodservice Excellence	Scottsdale, AZ	06/21/2019			
Spur Employment, Inc.	HUNTSVILLE, AL	06/21/2019			
Stampede Meat, Inc	Bridgeview, IL	06/21/2019			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	06/21/2019			
Stockwell	Oakland, CA	06/21/2019			
Summit Food Brokers (Eichenlaub, Inc)	Spring, TX	06/21/2019			
SUNNY SKY PRODUCTS (SUNNY SKY PRODUCTS, LLC)	Houston, TX	06/21/2019	Viewed	06/24/2019	
SunOpta Foods, Inc.	Edina, MN	06/21/2019	Viewed	07/11/2019	
Super Bakery	Cleveland, OH	06/21/2019	No Bid	06/21/2019	07/08/2019
Superior Bean And Seed (E & J AGRI, INC.)	SUDAN, TX	06/21/2019			
Susan Harautuneian	fresno, CA	06/21/2019			
Sweet Chills Brands (Sweet Chills LLC)	Murrieta, CA	06/21/2019			
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)	Houston, TX	06/21/2019			
Synergy-Enterprises	Addison, TX	06/21/2019			
Sysco Houston, Inc.	Houston, TX	06/21/2019			
TABATCHNICK FINE FOODS, INC.	SOMERSET, NJ	06/21/2019			
Tampa Maid Foods, Inc	Lakeland, FL	06/21/2019			
Tastee Kreme	HOUSTON, TX	06/21/2019			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	06/21/2019			
Texas Food Service Equipment Supply	Houston, TX	06/21/2019			
The Core Group	Chino, CA	06/21/2019			
The Daily Java (Java Enterprises Inc.)	Dallas, TX	06/21/2019			
THE FATHERS TABLE	Sanford, FL	06/21/2019			
The Heart of God Restoration Ministry	Houston, TX	06/21/2019			
The Hubert Company (The Hubert Comany LLC)	Harrison, OH	06/21/2019			
The Safe + Fair Food Company	Chicago, IL	06/21/2019			
The School Group	cypress, TX	06/21/2019			
THIRD COAST FRESH	HOUSTON, TX	06/21/2019			
TMB Screen Printing & Embroidery Spring	Spring, TX	06/21/2019			
Trident Beverage	Houston, TX	06/21/2019	No Bid	06/21/2019	06/21/2019

Trident Marketing	Katy, TX	06/21/2019		
Trident Seafoods	Seattle, WA	06/21/2019		
Tropical Flurry LLC (IAF Beverage LLC)	Dallas, TX	06/21/2019		
True Brew Enterprises	Plano, TX	06/21/2019		
Truitt Family Foods	Salem, OR	06/21/2019		
Tyson Prepared Foods, Inc.	Springdale, AR	06/21/2019		
UNITED Sales & Service	Arvada, CO	06/21/2019	Viewed	06/21/2019
Uno Foods, Inc.	Brockton, MA	06/21/2019		
Visual Arts Productions	Houston, TX	06/21/2019		
VMP Nutrition, LLC	Fort Worth, TX	06/21/2019		
Wawona Frozen Foods	Clovis, CA	06/21/2019	Viewed	07/11/2019
Werk U Out training	alvin, TX	06/21/2019		
Whitlock Packaging	Tulsa, OK	06/21/2019		
Yumi Ice Cream Co., Inc.	The Colony, TX	06/21/2019	Viewed	06/21/2019
Zummos Meat Company	Beaumont, TX	06/21/2019		

**Regular Board Meeting**

**6.E.15.**

**Meeting Date:** August 21, 2019

**Title:** Contract Amendment #1 for Services Agreement for HCDE Expenditures for Job no. 18/034MR Contracted Services for Choice Partners

**Submitted For:** Joann Nichols, Choice Partners

**Submitted By:** Cora Day

**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:**

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Contract Amendment #1 for Service Contract for job no. 18/034MR for Contracted Services with the following vendor:** Ann Marie Harbor not to exceed \$70,000 including reimbursable expenses for the period of 10/01/2018 through 08/31/2019.

**Subject:**

Choice Partners, Contract Amendment #1; job no. 18/034MR for Services Agreement for HCDE Expenditures for Contracted Services for Choice Partners

**Rationale:**

The HCDE/Choice Partners Cooperative recommends approval to amend section 8: Compensation for contract no.18/034MR to reflect the compensation rate of \$325 per day plus expenses not to exceed \$70,000 for Ann Marie Harbor. This represents no change in the total contract amount. This amendment is effective 08/21/2019 and will apply to the 10/012018 - 08/31/2019 contract approved by HCDE:

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**

Amendment for 18/034MR

**Form Review**

**Inbox**

Choice Partners  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Cora Day  
Final Approval Date: 08/08/2019

**Reviewed By**

Jeff Drury  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**

07/31/2019 05:16 PM  
08/08/2019 09:05 AM  
08/08/2019 09:06 AM  
08/08/2019 04:14 PM  
Started On: 07/31/2019 04:22 PM

**SERVICES AGREEMENT FOR HCDE EXPENDITURES  
AMENDMENT #1**

Amendment #1 changes the agreement between the Harris County Department of Education, (“HCDE”) and Ann Marie Harbour (“Contractor”) as stated below.

**Contract originally read:**

**8. Compensation**

HCDE will pay Contractor a daily rate of \$325.00 for a maximum of 180 days plus reimbursable expenses, not to exceed \$11,500.00 for a contract total not to exceed \$70,000.00 for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor’s Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

**Contract now reads:**

**8. Compensation**

HCDE will pay Contractor a daily rate of \$325.00 plus reimbursable expenses for a contract total not to exceed \$70,000.00 for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor’s Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

Executed this 24 day of June of the year 2019.

Ann Marie Harbour

Harris County Department of Education

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Ann Marie Harbour  
Contractor

Jesus J. Amezcua, Ph.D, CPA, RTSBA  
Assistant Superintendent of Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
[jamezcua@hcde-texas.org](mailto:jamezcua@hcde-texas.org)

**Regular Board Meeting**

**6.E.16.**

**Meeting Date:** August 21, 2019

**Title:** Assignment of Contract for 17/026KH-37 from Total Technologies, LLC to Inflow Communications, Inc.

**Submitted For:** Joann Nichols, Choice Partners

**Submitted By:** Cora Day

**Recommended Action:** Approve

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly

**Additional Resource Personnel:**

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Assignment of contract for job no. 17/026KH-37 for Technology Products and Services** from Total Technologies, LLC (contract no.17-026KH-37) to Inflow Communications, Inc. The effective date of the Consent for Assignment is August 21, 2019.

**Subject:**

Choice Partners; Contract Assignment; Technology Products and Services; Revenue Generating

**Rationale:**

HCDE/Choice Partners members may utilize contract 17/026KH-37 for **Technology Products and Services** from Inflow Communications, Inc. who has acquired the assets of Total Technologies, LLC. The assignment of contract is effective upon board approval. All purchases made under this contract are subject to an administrative fee of two percent (2%). 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**

Total Technologies

**Form Review**

**Inbox**

Choice Partners  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Cora Day  
Final Approval Date: 08/06/2019

**Reviewed By**

Jeff Drury  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 03:47 PM  
07/31/2019 09:29 AM  
07/31/2019 11:07 AM  
08/06/2019 03:35 PM  
Started On: 07/25/2019 04:35 PM

**CONSENT TO ASSIGNMENT OF CONTRACT  
AND ASSIGNMENT OF CONTRACT**

WHEREFORE, **Old Vendor (Total Technologies, LLC)**, the current registered vendor for Contract #**(17/026KH-37)** (“the Contract”) with Harris County Department of Education (“HCDE”), has requested permission to assign the Contract to **New Vendor (Inflow Communications, Inc.)**.

The Assignment provision under the Contract’s current Terms and Conditions states: “No assignment of contract may be made without the prior written approval of HCDE.” Contract # **17/026KH-37**, General Terms and Conditions.

In accordance with the Assignment provision under the Contract’s current Terms and Conditions, HCDE hereby provides its written consent to request **Old Vendor** to assign to **New Vendor** its rights and obligations under the Contract. Upon execution of this Assignment, **Old Vendor** shall no longer be the named Vendor in the Contract, and **New Vendor** shall, in all respects, be the name Vendor under the Contract. HCDE’s consent is conditioned upon **Old Vendor’s** agreement to guaranty **New Vendor’s** obligations under the Contract.

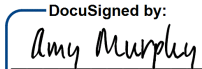
NOW THEREFORE, **HCDE** and **New Vendor** agree as follows:

1. **HCDE** and **Old Vendor** hereby agree that **Old Vendor** hereby assigns all of its rights, title, and interest and delegates all of its obligations, responsibilities, and duties, in and to the Contract, to **New Vendor**.
2. **New Vendor** hereby accepts the assignment of all of **Old Vendor’s** obligations, responsibilities, and duties under the Contract and all of **Old Vendor’s’** rights, title, and interest in and to the Contract.
3. Notwithstanding the foregoing, **Old Vendor** hereby unconditionally guarantees the performance of **New Vendor** under the Contract, and unconditionally guarantees any and all obligations of **New Vendor** under the Contract, and **Old Vendor** hereby agrees to defend and indemnify HCDE and/or any member of HCDE’s Purchasing program who purchases goods and/or services under the Contract from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys’ fees and other costs of defense and damages, resulting from **New Vendor** and/or **Old Vendor’s** performance prior to this Assignment and resulting from **New Vendor’s** performance after this Assignment.
4. **Old Vendor** agrees to indemnify HCDE and/or any member of the HCDE Purchasing program who purchases goods and/or services under the Contract from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorney’s fees and other costs of defense and damages, resulting from **New Vendor’s** performance of the Contract.

- 5. HCDE, in executing its consent to this Assignment, does no release **Old Vendor** from any claims or remedies it and/or any member of HCDE Purchasing program who purchases goods and/or services under the Contract may have against **Old Vendor** under the Contract.
- 6. HCDE’s consent of this Assignment does not constitute and shall not be construed as any consent or approval for any other or further assignment of the Contract.
- 7. HCDE’s consent of the Assignment and **Old Vendor**’s assignment to **New Vendor** do not change the Terms and Conditions of the Contract, all of which shall remain in full force and effect except that upon execution of this Assignment, the term “Vendor” in the Contract shall be defined as, and refer to the assignee, **New Vendor**.

IN WITNESS WHEREOF, the parties set their hands on this 25th date of July, 20 19 by their duly authorized representatives.

Total Technologies, LLC

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature

Amy Murphy

Print Name

President

Title

Inflow Communications, Inc.

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature

Treg Kessler

Print Name

Chief Financial Officer

Title

Approved: Harris County Department of Education

\_\_\_\_\_  
 Jesus Amezcua, Ph.D., CPA, RTSBA  
 Assistant Superintendent for Business Services

**Regular Board Meeting**

**6.E.17.**

**Meeting Date:** August 21, 2019  
**Title:** Master Service Interlocal Agreements  
**Submitted For:** Joann Nichols, Choice Partners  
**Recommended Action:** Approve

**Submitted By:** Cora Day  
**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:** Lockhart ISD, Lockhart, Texas; FAILED Foundation, DeSoto, Texas; Metropolitan Transit Authority of Harris County (Signature Update Only), Houston, Texas; Western Texas College, Snyder, Texas, and Friendswood Friends Church, Friendswood, Texas.

**Subject:**

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Lockhart ISD	School District (Outside Harris County)	Lockhart	TX	13
FAILED Foundation	Non-Profit	DeSoto	TX	10
Metropolitan Transit Authority of Harris County (Signature Only)	Government	Houston	TX	06
Western Texas College	College	Snyder	TX	14
Friendswood Friends Church	Non-Profit	Friendswood	TX	06

**Rationale:**

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Lockhart ISD (Outside Harris County)	School District	Lockhart	TX	13
FAILED Foundation	Non-Profit	DeSoto	TX	10
Metropolitan Transit Authority of Harris County (Signature Only)	Government	Houston	TX	06



Western  
Texas College Snyder TX 14  
College  
Friendswood  
Friends Non-Profit Friendswood TX 06  
Church

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### Fiscal Impact

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

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### Attachments

Lockhart ISD  
FAILED Foundation  
Metro Transit Authority  
Western Texas College  
Friendswood Friends Church  
Interlocal Map

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### Form Review

**Inbox**

Choice Partners  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Cora Day  
Final Approval Date: 08/06/2019

**Reviewed By**

Jeff Drury  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 04:10 PM  
07/30/2019 04:23 PM  
07/30/2019 04:51 PM  
08/06/2019 03:35 PM  
Started On: 07/19/2019 04:34 PM

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Lockhart 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 Lockhart ISD, a local governmental entity and/or political subdivision ("LGE"), located in Lockhart (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.

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: *Lockhart ISD*

Harris County Department of Education  
 Attn: James Colbert, Jr.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 713-694-6300

*Tina Knudsen* ("LGE")  
 Attn: Tina Knudsen  
 Title: CFO  
 Address: PO Box 120  
 City, State, Zip: Lockhart, TX 78644  
 Phone: 512-398-0045  
 Email: [tina.knudsen@lockhart.txed.net](mailto:tina.knudsen@lockhart.txed.net)

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

**Lockhart ISD**

Name of Local Governmental Entity

*Tina Knudsen*

Authorized Signature

**Tina Knudsen**

Printed Name

**CFO**

Title

**06/24/2019**

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: \_\_\_\_\_

**Participation Agreement**  
**between Harris County Department of Education**  
**& FAILED Foundation**

This Participation Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and FAILED Foundation, a non-profit corporation (“Non-Profit”), located in DESOTO (city), TEXAS (state), for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE’s cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon Non-Profit’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **Non-Profit agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in Non-Profit’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.

Non-Profit agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by Non-Profit. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
  - By mutual written agreement of the Parties; or
  - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and Non-Profit or between Non-Profit and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, Non-Profit shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Certificate of Interested Parties. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.
14. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
15. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: James Colbert, Jr.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 713-694-6300

FAILED Foundation (" Non-Profit")  
 Attn: LaTonya Redic  
 Title: Executive Director  
 Address: 637 Longleaf Dr  
 City, State, Zip: Desoto, Texas, 75115  
 Phone: 469-999-8127  
 Email: latonya@failedfoundation.org

16. Relation of Parties. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Non-Profit or HCDE and any of Non-Profit's representatives.

17. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
18. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
22. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
23. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.



- 24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. Term above:

FAILED Foundation

Harris County Department of Education

Name of Non-Profit Corporation

LaTonya Redic  
Authorized Signature

\_\_\_\_\_

LaTonya Redic

James Colbert, Jr.

Printed Name

Executive Director

County School Superintendent

Title

06/27/2019

\_\_\_\_\_

Date

Date

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Metropolitan Transit Authority of Harris County, Texas**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Metropolitan Transit Authority of a local governmental entity and/or political subdivision ("LGE"), located in Houston (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."

Metropolitan  
Harris County  
Texas

**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	Metropolitan Transit Authority ("LGE")
Attn: James Colbert, Jr.	Attn: <u>Michael Kyme</u>
County School Superintendent	Title: <u>Chief Procurement Officer</u>
6300 Irvington Blvd.	Address: <u>1900 Main Street 8th Floor</u>
Houston, Texas 77022	City, State, Zip: <u>Houston, Texas 77002</u>
713-694-6300	Phone: <u>713 652-8082</u>
	Email: <u>mk15@ridemetro.org</u>

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:

Metropolitan Transit Authority of Harris County, TX

Harris County Department of Education

Name of Local Governmental Entity

Michael Kyme  
Authorized Signature

\_\_\_\_\_

Michael Kyme  
Printed Name

James Colbert, Jr.

Chief Procurement Officer  
Title

County School Superintendent

June 1, 2019  
Date

\_\_\_\_\_ Date

Type of Local Governmental Entity (select one):

- School District       Charter School
- County                 City/Municipality
- University             College
- State Entity
- Governmental entity/other: Political Sub-Division

Transit

## HCDE CERTIFICATE OF INTERESTED PARTIES – FORM 1295

**Certificate of Interested Parties (Form 1295) – must be filed electronically on the Texas Ethics Commissions (TEC) online filing application. Print out the form, complete the unsworn declaration statement, sign, date and submit the completed TEC 1295 Form electronically to HCDE Choice Partners on eBid.**

HCDE is required to comply with House Bill 1295, that amends the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract resulting from this Request for Proposal (RFP)/Competitive Sealed Proposal (CSP) with a business entity unless the business entity submits a Disclosure of Interested Parties Form (Form 1295) to HCDE at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules that require a business entity to file a Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation (including non-profits).
- (2) **“Interested Party”** means **“a person”** who:
  - a) Has a controlling interest in a business entity with whom HCDE contracts; or
  - b) Actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity (Texas Government Code §2252.908(3)).
- (3) **“Controlling Interest”** means:
  - a) An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten percent (10%).
  - b) Membership on the Board of Directors (Board) or other governing body of a business entity by which the Board or other governing body is composed of not more than ten (10) members; or
  - c) Service as an officer of a business entity that has four (4) or fewer officers (Texas Ethics Commission Rule 46.3 (c)).
- (4) **“Intermediary”** means “a person who actively participated in the facilitation of the contract or negotiating the contract” including a broker, adviser, attorney, or representative of or an agent for the business entity who:
  - a) Receives compensation from the business entity for the person’s participation;
  - b) Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) **Is not** an employee of the business entity (Texas Ethics Commission Rule 46.3(e)).

<b>A “Business Entity” (including nonprofits) must:</b>
---

- (1) Complete Form 1295 Form electronically on the Texas Ethics Commission website using the online filing application available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- (2) **All vendors and non-profit members must complete Form 1295** – even if no interested parties exist.
  - In Section 2 insert “Harris County Department of Education/Choice Partners”.
  - In Section 3 vendors will insert “HCDE CSP/RFP # and Title.” Non-Profit members will insert “Participation Agreement.”
  - Print a copy of the completed form (make sure that your copy contains the computer-generated certification number in the “Office Use Only” box).
- (3) Have an authorized agent of the business entity sign the Form 1295.
- (4) **If you are a vendor, Submit** the completed, signed 1295 Form (including completion of the unsworn declaration) containing the unique certification number called a “certification of filing”, by uploading the completed Form 1295 under the Response Attachment Tab in e-Bid. If you are non-profit member, submit the 1295 with the completed interlocal agreement.

# 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:

Date Filed:

Date Acknowledged:

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.

Harris County Department of Education / Choice Partners

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.

Choice Partners RFP or Contract No. < insert number here >

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
SAMPLE ONLY!				
Vendor must complete form				
electronically on Texas Ethics Commission's website:				
<a href="https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm">https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm</a>				

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Western Texas College**

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 Western Texas College, a local governmental entity and/or political subdivision (“LGE”), located in Snyder (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

Western Texas College LGE  
 Attn: Patricia Claxton  
 Title: CFO  
 Address: 6200 College Ave  
 City, State, Zip: Snyder TX 79549  
 Phone: 325-574-7607  
 Email: pclaxton@wtc.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:

# Western Texas College

Name of Local Governmental Entity

Lee Presswood  
Authorized Signature

Lee Presswood  
Printed Name

Board of Trustee President  
Title

July 8, 2019  
Date

Type of Local Governmental Entity (*select one*):

- School District       Charter School
- County                 City/Municipality
- University             College
- State Entity
- Governmental entity/other: \_\_\_\_\_

Harris County Department of Education

\_\_\_\_\_

James Colbert, Jr.

County School Superintendent

\_\_\_\_\_

Date

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Friendswood Friends Church**

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 Friendswood Friends Church, a local governmental entity and/or political subdivision ("LGE"), located in Friendswood (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

Friendswood Friends Church ("LGE")  
 Attn: Joyce Byrne  
 Title: Administrator  
 Address: 502 S Friendswood Dr.  
 City, State, Zip: Friendswood, TX 77546  
 Phone: 281-482-7821  
 Email: joyce@friendswoodfriends.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 I, Term above:

Friendswood Friends Chur

Name of Local Governmental Entity

Harris County Department of Education

*Joyce L. Byrne*

Authorized Signature

Joyce Byrne

James Colbert, Jr.

Printed Name

Administrator

County School Superintendent

Title

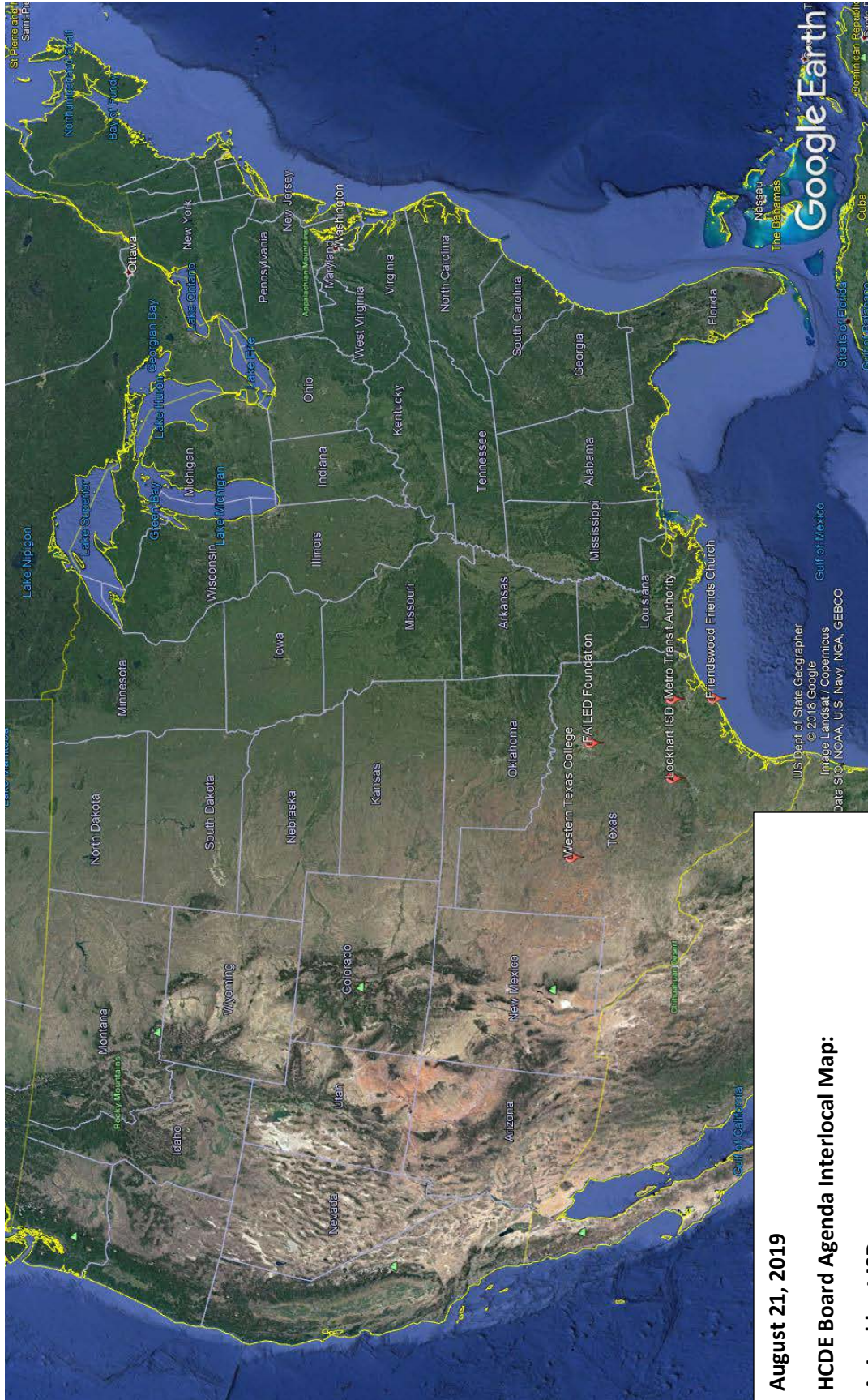
7/15/2019

Date

Date

Type of Local Governmental Entity (*select one*):

- School District       Charter School
- County                       City/Municipality
- University                   College
- State Entity
- Governmental entity/other: Church



**August 21, 2019**  
**HCDE Board Agenda Interlocal Map:**  
**A: Lockhart ISD**  
**B: FAILED Foundation**  
**C: Metropolitan Transit Authority of Harris County**  
**D: Western Texas College**  
**E: Friendswood Friends Church**

**Regular Board Meeting**

**6.F.1.**

**Meeting Date:** August 21, 2019

**Title:** Renewal Options for Job No. #15/063YR - CASE After-School and Summer Direct Service Providers

**Submitted For:** Bill Monroe, Purchasing

**Submitted By:** Inga Ash

**Recommended Action:** Approve

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
5. Recruit high-quality professionals

**Additional Resource Personnel:** Dr. Jesus Amezcua, Bill Monroe, Inga Ash

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 15/063YR for CASE After-School and Summer Direct Service Providers with the following vendor:** Little Birdies Mobile Golf Academy for the period of 09/15/2019 through 09/14/2020.

**Subject:**

CASE, After School Services, Summer Service Providers, Literacy, Numeracy

**Rationale:**

Consider approval of renewal option for job no. 15/063YR for CASE After-School and Summer Direct Service Providers for the period of 09/15/2019 through 09/14/2020 with the following vendor:

- Little Birdies Mobile Golf Academy

This RFP was issued to acquire vendors that would provide afterschool and summer program services to the CASE division. A total of twenty seven (27) invitations were sent to potential vendors of which five (5) responses were received. A comparison of proposal was made, scored, and the four (4) vendors offering the best value to HCDE Internal Purchasing were chosen. The original contract began on 9/15/2015 through 9/14/2016 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: 08/06/2019

**Reviewed By**

Bill Monroe  
Jesus Amezcua


**Date**

07/17/2019 05:15 PM  
08/06/2019 03:34 PM  
Started On: 07/17/2019 04:42 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.

<b>CORPORATE NAME:</b>	Little Birdies Mobile Golf Academy		
<b>AUTHORIZED SIGNATURE:</b>			
<b>PRINT NAME:</b>	Archie Craft		
<b>TITLE:</b>	Owner/CEO		
<b>DATE:</b>	July 5, 2019		
<b>ADDRESS:</b>	2719 Vermillion Dr Ste 111		
<b>CITY, STATE, ZIP CODE:</b>	Missouri City, Texas 77459		
<b>PHONE:</b>	832- 875-2006	<b>FAX:</b>	
<b>EMAIL ADDRESS:</b>	a.craft@littlebirdiesgolf.com		

**This section to be completed by HCDE**

Contract Number: 15/0631R 24 Original term of contract: 9/15/15 to 9/14/20  
 Contract Renewal Term: 9/15/19 to 9/14/20 Number of Renewal Options Left 0

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.F.2.**

<b>Meeting Date:</b>	August 21, 2019		
<b>Title:</b>	Contract Award for Job No. 19/050IA Contracted Services for TLC		
<b>Submitted For:</b>	Bill Monroe, Purchasing	<b>Submitted By:</b>	Inga Ash
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	2. Deliver value responsibly 4. Provide cost savings by leveraging tax dollars
<b>Additional Resource Personnel:</b>	Dr. Jesus J. Amezcua, Bill Mornoe, Inga Ash	<b>Facilities/Technology Approval Needed?:</b>	

**Information**

**Posted Agenda Item:**

**Contract award for job no. 19/050IA - Contracted Services for the Teaching Learning Center to the proposers offering the best value to HCDE** and meeting the specifications outlined in the proposal: Bridge to Leadership, LLC, Greg Garrett, Kagan Publishing & Professional Development, KAMICO Instructional Media, Inc., Odigo Services, LLC, PreForward, SBC Consulting (Tammy Smithers), and VRJ & Associates for the period of 9/01/2019 through 8/31/2024 (subject to annual appropriations of funding).

**Subject:**

Contracted Services for the Teaching Learning Center

**Rationale:**

The purpose of this proposal is to acquire **Contracted Services for the Teaching Learning Center** . A total of 446 invitations were sent through the HCDE eBid System of which 16 responses were received; all were evaluated and scored (see attached evaluation summary). Three vendors did not meet the minimum required score of 70. The following vendors are being recommended for an award:

- Bridge to Leadership, LLC
- Greg Garrett
- Kagan Publishing & Professional Development
- KAMICO Instructional Media, Inc.
- Odigo Services, LLC
- PreForward
- SBC Consulting (Tammy Smithers)
- VRJ & Associates

Received and Evaluated	11
Recommended for an award	8
Non-recommendation	3

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 contract period shall be for a term of five (5) years from 9/01/2019 through 8/31/2024, subject to annual appropriations of funding. Contract is in accordance with Texas Education Code 44.031.

## Fiscal Impact

## Attachments

Evaluation Summary  
Evaluation 2  
Participation Detail  
EC Form  
Recommendation Form

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### Form Review

**Inbox**

Purchasing  
Assistant Superintendent - Business  
Form Started By: Inga Ash  
Final Approval Date: 08/08/2019

**Reviewed By**

Bill Monroe  
Jesus Amezcua

**Date**

08/06/2019 11:59 AM  
08/08/2019 09:12 AM  
Started On: 07/18/2019 05:11 PM

<b>Evaluation Summary - 19/050IA Contracted Services for Teaching Learning Center</b>	<b>Weighted Valued</b>	<b>B Dow (Elizabeth Dow)</b>	<b>Bridge to Leadership, LLC</b>	<b>Greg Garrett</b>	<b>Kagan Publishing &amp; Professional Development</b>	<b>KAMICO Instructional Media, Inc.</b>	<b>Odigo Services LLC</b>
Price	20	16.25	20.00	12.50	5.00	20.00	20.00
Reputation of Consultant and Consultant's goods and/or service	25	20.00	21.25	20.00	21.25	22.50	22.50
Quality of Consultant's goods and/or services	25	17.50	21.25	20.00	20.00	23.50	20.00
Extent to which the goods and/or services meet HCDE needs	25	5.00	18.75	21.25	20.00	21.25	20.00
Consultant's past relationship with HCDE	5	0.00	0.00	1.25	5.00	3.75	0.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00	0.00	0.00	0.00
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 Consultant or the Consultant'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	0.00	0.00	0.00	0.00	0.00	0.00
Other (Previous Work with Governmental Agency)	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>100</b>	<b>58.75</b>	<b>81.25</b>	<b>75.00</b>	<b>71.25</b>	<b>91.00</b>	<b>82.50</b>
			<b>Award</b>	<b>Award</b>	<b>Award</b>	<b>Award</b>	<b>Award</b>



<b>Evaluation Summary - 19/050IA Contracted Services for Teaching Learning Center</b>	<b>Weighted Valued</b>	<b>Power Institute LLC</b>	<b>PrepForward</b>	<b>Project Social LLC, (1991)</b>	<b>SBC Consulting (Tammy Smithers)</b>	<b>VRJ &amp; Associates, LLC</b>
Price	20	15.00	20.00	1.25	20.00	20.00
Reputation of Consultant and Consultant's goods and/or service	25	20.00	22.50	0.00	20.00	21.25
Quality of Consultant's goods and/or services	25	18.75	20.00	1.25	20.00	23.75
Extent to which the goods and/or services meet HCDE needs	25	7.50	22.50	0.00	22.50	24.75
Consultant's past relationship with HCDE	5	0.00	0.00	0.00	0.00	0.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00	0.00	0.00
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 Consultant or the Consultant'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	0.00	0.00	0.00	0.00	0.00
Other (Previous Work with Governmental Agency)	0	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>100</b>	61.25	85.00	2.50	82.50	89.75
			<b>Award</b>		<b>Award</b>	<b>Award</b>

<b>Evaluation Summary - 19/050IA Contracted Services for Teaching Learning Center</b>	<b>Weighted Valued</b>	<b>Power Institute LLC</b>	<b>PrepForward</b>	<b>Project Social LLC, (1991)</b>	<b>SBC Consulting (Tammy Smithers)</b>	<b>VRJ &amp; Associates, LLC</b>
Price	20	15.00	20.00	1.25	20.00	20.00
Reputation of Consultant and Consultant's goods and/or service	25	20.00	22.50	0.00	20.00	21.25
Quality of Consultant's goods and/or services	25	18.75	20.00	1.25	20.00	23.75
Extent to which the goods and/or services meet HCDE needs	25	7.50	22.50	0.00	22.50	24.75
Consultant's past relationship with HCDE	5	0.00	0.00	0.00	0.00	0.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00	0.00	0.00
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 Consultant or the Consultant'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	0.00	0.00	0.00	0.00	0.00
Other (Previous Work with Governmental Agency)	0	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>100</b>	61.25	85.00	2.50	82.50	89.75
			<b>Award</b>		<b>Award</b>	<b>Award</b>

# Harris County Department of Education

## Participation Detail as of 8/6/2019 11:25:01 AM (CT)

### Bid Information

Bid Creator Inga Ash  
 Email iash@hcde-texas.org  
 Phone  
 Fax  
  
 Bid Number 19/050IA  
 Title Contracted Services for the Teaching Learning Center  
 Bid Type Request for Proposal  
 Issue Date 6/6/2019 09:14 AM (CT)  
 Close Date 7/2/2019 02:00:00 PM (CT)

### Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
@RISK Technologies	Dallas, TX	06/06/2019			
2*2*4 Solutions Education Consulting Service	Red Oak, TX	06/06/2019			
365 Paving & Construction LLC	Mission, TX	06/06/2019			
3rd I Process FX	Houston, TX	06/06/2019			
4.0 GPA	Houston, TX	06/06/2019			
4kboards	Keller, TX	06/06/2019			
4W Solutions, Inc	Houston, TX	06/06/2019			
806 Technologies, Inc.	Plano, TX	06/06/2019			
A.I.M. (Assessment Intervention Management, LLC)	San Antonio, TX	06/06/2019			
AAA Painting	Houston, TX	06/06/2019			
Abundance Educational Consulting, LLC	Humble, TX	06/06/2019			
AC Language School (Chavez & Associates)	Sugar Land, TX	06/06/2019			
Academic Learning Company (Velazquez Press)	El Monte, CA	06/06/2019			
Accelerate Learning Inc.	Houston, TX		No Bid	06/20/2019	07/02/2019
Aceves Communications	Houston, TX	06/06/2019			
Achor Counseling & Associates LLC	HOUSTON, TX	06/06/2019			
ACS Engineering & Safety	Spring, TX	06/06/2019			
Acumen Enterprises, Inc.	Desoto, TX	06/06/2019			
Adele's Coaching and Consulting	Missouri City, TX	06/06/2019			
Adira LLC	Savannah, TX	06/06/2019			
AdjuStar Services, Inc.	Houston, TX	06/06/2019			
ADMORE BEHAVIORAL THERAPY	Houston, TX	06/06/2019			
Adrian Garcia	Brownsville, TX	06/06/2019			
Advance Plus Therapy Services, LLC	Pasadena, TX	06/06/2019			
ADVANTAGE BENEFIT SOLUTIONS (Stefanick Insurance Services Inc.)	Houston, TX	06/06/2019			
AECOM (AECOM Technical Services Inc)	Houston, TX	06/06/2019			
Agular Systems, Inc.	Austin, TX	06/06/2019	Viewed	06/06/2019	
Albourn Translation Services (Albourn & Associates, LLC)	Arlington, VA	06/06/2019	Viewed	06/07/2019	
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	06/06/2019			
All Educate Learning Resources	Livingston, TX	06/06/2019	Viewed	06/18/2019	
Alliance Financial Ministries, Inc.	Pearland, TX	06/06/2019			
ALPHA Facilities Solutions	San Antonio, TX	06/06/2019	Viewed	06/06/2019	
AlphaGraphics (Lukitas Inc.)	Houston, TX	06/06/2019			
Amaanah Refugee Services	Houston, TX	06/06/2019			
Amanda Holdsworth Communications	South Lyon, MI	06/06/2019	Viewed	06/16/2019	
Ambassador Services, LLC	Houston, TX		Viewed	06/24/2019	
American Fire Systems Inc.	HOUSTON, TX	06/06/2019			
American Productivity & Quality Center	Houston, TX	06/06/2019			
Amparo Consulting & Design	Grand Junction, CO	06/06/2019	Unsubmitted	06/06/2019	
AMTEX Security Inc.	Corpus Christi, TX	06/06/2019			
Ann Marie Harbour	Richmond, TX	06/06/2019			

Apple Developmental Health	Houston, TX	06/06/2019			
Appropriate Development Technology, Inc	Houston, TX		Unsubmitted	06/16/2019	
Aptim Environmental & Infrastructure	Baton Rouge, LA	06/06/2019			
Archway Academy	Houston, TX	06/06/2019			
ardurra group	houston, TX	06/06/2019			
Argument-Driven Inquiry	Austin, TX	06/06/2019			
Arts Alive! Inc (ARTS ALIVE!)	Houston, TX	06/06/2019			
ASmart Consulting	Houston, TX	06/06/2019			
Assoc for the Advancement of Mexican Americans (AAMA)	Houston, TX	06/06/2019			
Astrov & Associates	Frisco, TX	06/06/2019			
AT&T Mobility LLC	Bellaire, TX	06/06/2019			
Atlas Civil Engineering PLLC	Houston, TX	06/06/2019			
B Dow (Elizabeth Dow)	Richmond, TX	06/13/2019	Submitted	06/17/2019	06/17/2019
Baked With Confidence	Houston, TX	06/06/2019	Unsubmitted	06/06/2019	
Balance Companies (Balance Group, LLC)	Houston, TX	06/06/2019			
Bara Infoware Inc.	Danville, CA	06/06/2019			
Barbara Cargill	The Woodlands, TX	06/06/2019			
Barranco Educational Assessment, Counseling, and Consulting Svcs., PLLC	Montgomery, TX	06/06/2019			
BCA DX LABORATORY	Livingston, TX	06/06/2019			
BCS Consulting	Humble, TX	06/06/2019			
BE GLAD LLC	San Jose, CA	06/06/2019			
Bearing Fruit Early Childhood Training	HOUSTON, TX	06/06/2019			
Bedden & Associates, LLC (Bedden)	Richmond, VA	06/06/2019			
Bee Busy Wellness Center	Houston, TX	06/06/2019			
Bell and Smarts	Broken Arrow, OK	06/06/2019			
BENNETT MANAGEMENT SOLUTIONS LLC	Spring, TX	06/06/2019			
Best Practice Associates, Inc.	Houma, LA	06/06/2019	Viewed	06/23/2019	
BIAS Corporation	Atlanta, GA	06/06/2019			
Black Topaz Consulting	Austin, TX	06/06/2019			
Black United Fund of Texas	Houston, TX	06/06/2019			
BLU PHIRE RESEARCH INSTITUTE INC	HOUSTON, TX	06/06/2019			
BluGreen Pest Control	Wallis, TX	06/06/2019			
BMHR - Better Man HR LLC	SAN ANTONIO, TX	06/06/2019			
BookerDezigns	Richmond, TX	06/06/2019			
Boundaryless Enterprises, LLC	Houston, TX	06/06/2019	Unsubmitted	06/06/2019	
Bracane Company	Plano, TX	06/06/2019			
Brahmarsk Corporation	Sugar Land, TX	06/06/2019			
Brandi Spencer Consulting	Spring, TX	06/06/2019			
Brandi T. Brown	Manvel, TX	06/06/2019			
Bridge to Leadership, LLC	Missouri City, TX	06/06/2019	Submitted	07/01/2019	07/01/2019
Bruce Monical Design	Bacliff, TX	06/06/2019			
BTS Consulting (Business Trade and Services, inc.)	Doral, FL	06/06/2019			
BUSINESS 101 CONSULTANTS & TRAINERS	Houston, TX	06/06/2019			
C & H Transportation (Houston Bus Service)	Houston, TX		No Bid	06/19/2019	06/19/2019
C Change Consulting	Houston, TX	06/06/2019			
C1S Group, Inc.	Dallas, TX	06/06/2019			
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX		No Bid	06/06/2019	06/06/2019
CALPAA Inc (CALPAA, Inc)	Seattle, WA	06/06/2019			
Canyon Insurance Group	Houston, TX	06/06/2019			
Caperton-Brown & Poole Consulting	Ft. Pierce, FL	06/06/2019			
Capitol Region Education Council	Hartford, CT	06/06/2019			
Carmen A. Handy	Corpus Christi, TX	06/06/2019			
Carol Cooper dba N&C Consulting	Garland, TX	06/06/2019			
Catapult Dreams, LLC	Pearland, TX	06/06/2019			
CDR Maguire, Inc.	Miami, FL	06/06/2019			
Center for Student Achievement Solutions	New York, NY	06/06/2019			
Center for Toxicology and Environmental Health, LLC.	North Little Rock, AR	06/06/2019			
Certica Solutions	Wakefield, MA	06/06/2019			
Charbonnet & Associates	New Orleans, LA	06/06/2019			
Chart Chicks LP	Lufkin, TX	06/06/2019			
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	06/06/2019			
CHAT (Culture of Health-Advancing Together)	Houston, TX	06/06/2019			

Chazey Partners (Chazey Partners Inc)	Campbell, CA	06/06/2019		
Cheryl R. Vital	Crosby, TX	06/06/2019		
Child Care Associates	FORT WORTH, TX	06/06/2019		
Childcare Masters LLC	Cypress, TX	06/06/2019		
Club SciKidz Houston (Heir Consulting Group)	Houston, TX	06/06/2019		
Code Park Inc	Houston, TX	06/06/2019		
ColeMinds Mobile	Houston, TX		Viewed	06/11/2019
Collaborate With Christina	Houston, TX	06/06/2019		
Color of Life (Color of Life Community Resource & Activity center)	Houston, TX	06/06/2019		
Comflow Mechanical Services	Houston, TX	06/06/2019		
Communities In Schools of Houston	Houston, TX	06/06/2019		
(Communities In Schools of Houston, Inc.)				
Community Nutrition Outreach Services (Ellis A Morrow)	Houston, TX	06/06/2019		
Consolidated Performance Consulting, LLC.	San Antonio, TX	06/06/2019	Viewed	06/11/2019
Construction Journal	Stuart, FL	06/06/2019		
Convergent Nonprofit Solutions	Atlanta, GA	06/06/2019		
CORE construction services of Texas, Inc.	Frisco, TX	06/06/2019		
Cossey's Services, LLC	The Woodlands, TX	06/06/2019		
Costello, Inc.	Houston, TX	06/06/2019		
CPS HR Consulting (Cooperative Personnel Services)	Sacramento, CA	06/06/2019		
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)	HOUSTON, TX	06/06/2019		
Creatively Inspired Communications (ConSandra Jones)	Austin, TX	06/06/2019		
CReed Global Enterprises (CReed Global Media & Production)	Houston, TX	06/06/2019		
Crimson Vision Enterprises	Dickinson, TX	06/06/2019		
D.A. Lamont Public Adjusters	Springtown, TX	06/06/2019		
Dan L. Duncan Tutoring a part of the Children's Learning Institute (University of Texas Health Science Center)	Houston, TX	06/06/2019		
David Santana	Houston, TX	06/06/2019		
dba Stenhouse Publishers and dba Staff Development for Educators (SDE, Inc.)	Portsmouth, NH	06/06/2019	Unsubmitted	06/06/2019
Deacon Hill Research Associates LLC	Fredericksburg, VA	06/06/2019		
Debbie J. Anders Consulting	Cypress, TX	06/06/2019		
Decisions	Houston, TX	06/06/2019		
DeDe Church & Associates, LLC	AUSTIN, TX	06/06/2019		
Defined Learning	Northbrook, IL	06/06/2019		
DEMS,LLC	Houston, TX	06/06/2019		
DG Grafix	Houston, TX	06/06/2019		
Diamond Divas Social Club	Stafford, TX	06/06/2019		
Disciplers Inc	Spring, TX	06/06/2019		
DiscoverU	Houston, TX	06/06/2019		
DK High steppers (Doris Keener)	Houston, TX	06/06/2019		
Donald May	Adkins, TX	06/06/2019		
Doucet & Associates, Inc.	Austin, TX	06/06/2019		
Dr. Jeanne M. Hines	Port Arthur, TX	06/06/2019		
Dr. Mary E. White International, LLC	Houston, TX	06/06/2019	No Bid	06/14/2019 06/14/2019
Dr. Mike!	Wimberely, TX	06/06/2019		
Dr. Pope's STEM and Liberal Arts Academy	Houston, TX	06/06/2019		
DYS HOUSYON YOUTH ASSOCIATION	Houston, TX	06/06/2019		
E3 Alliance	Austin, TX	06/06/2019		
Earl P. Forbrich, Jr. Inc	San Antonio, TX	06/06/2019		
E-Colors in Education	Austin, TX	06/06/2019		
edOpp Solutions LLC	Houston, TX		Viewed	06/18/2019
Education & Business Associates, Inc.	DeSoto, TX	06/06/2019		
Education Partners Solution, Inc.	Sugar Land, TX	06/06/2019		
Educational Leadership Consultants	Houston, TX	06/06/2019		
Educational Research and Consulting, PLLC (Cynthia H. Williams, PhD)	Little Rock, AR	06/06/2019		
Edwards Energy Environmental & Waste Management	Kingwood, TX	06/06/2019		
Edwards Sutarwalla PLLC	Houston, TX	06/06/2019		

Eichelbaum Wardell Hansen Powell & Mehl,	Austin, TX	06/06/2019			
Elaine Lange	Austin, TX	06/06/2019			
Elegant Enterprise Wide Solutions, Inc.	Chantilly, VA	06/06/2019			
Elisa Rankin Consulting LLC	Uvalde, TX	06/06/2019			
Elite Change Inc.	Houston, TX	06/06/2019			
Ellington Chastain Educational Initiative	San Antonio, TX	06/06/2019			
Emergent Risk Solutions	BATON ROUGE, LA	06/06/2019			
Emergent Tree Education	Austin, TX	06/06/2019	Viewed	06/11/2019	
Emma Oliver	Houston, TX	06/06/2019			
Energy Saving Advisor Distributors	Dallas, TX	06/06/2019			
Enterprise Builders LLC	Houston, TX		Viewed	07/01/2019	
ENTRAM CORP	PORT CHARLOTTE, FL	06/06/2019			
ERASCOGroup, LLC	Houston, TX	06/06/2019			
eRate 360 Solutions	Henderson, NV	06/06/2019			
E-Rate Elite Services, Inc.	Owings Mills, MD	06/06/2019			
Essential Wellness and Balance	Missouri City, TX	06/06/2019			
eTeachingMe (Love N Learn At Home)	Georgetown, TX	06/06/2019			
Etrainers.org	Machesney Park, IL	06/06/2019	Viewed	06/18/2019	
Evergreen Solutions, LLC	Tallahassee, FL	06/06/2019			
Evolve Holdings Inc	Houston, TX	06/06/2019			
Ewing Strategic Communications	Houston, TX	06/06/2019	Viewed	06/26/2019	
Exceptional Pediatric Therapy, LLC	Houston, TX	06/06/2019			
ExerPlay, Inc	Cedar Crest, NM	06/06/2019			
Exploros (Exploros, Inc.)	Wayland, MA	06/06/2019			
Facility Engineering Associates, PC	Fairfax, VA	06/06/2019			
Fast Forward	Las Vegas, NV	06/06/2019			
Favor Consulting Inc (Demlan Solutions Inc)	Fort Worth, TX	06/06/2019			
Fazzio Consulting, LLC.	Round Rock, TX	06/06/2019			
Felicity Educational Services	Deerfield, IL	06/06/2019			
Fielder's Choice, Inc.	Houston, TX		Viewed	07/02/2019	
Floral Park Consulting LLC	Floral Park, NY	06/06/2019			
Foodservice Peeps LLC	Richmond, TX	06/06/2019			
Friends of the British Council USA Inc.	Washington, DC	06/06/2019			
From The Ground up Performance Enhancement (Deanna Voltz)	Houston, TX	06/06/2019			
From The Heart International Educational Services	Nashville, TN	06/06/2019			
Furness Law	Houston, TX	06/06/2019			
Gary Polland P.C.	Houston, TX	06/06/2019			
Generation Ready	New York, NY	06/06/2019			
Gentle Minds Tutoring	Missouri City, TX	06/06/2019			
GermBlast (Infection Controls, Inc.)	Lubbock, TX	06/06/2019			
Getting Sorted (G. Yess Fisher & Co., LLC)	The Woodlands, TX	06/06/2019			
Gifting Grounds	Houston, TX	06/06/2019			
GilCat Solutions (Gloria Lastra)	Houston, TX	06/06/2019			
Girlstart	Austin, TX	06/06/2019			
Glass View of Tech	Spring, TX	06/06/2019			
GLOBAL EDUCATIONAL SOLUTIONS LLC	Canton, MI	06/06/2019			
GMC CONSULTANTS,LLC	Houston, TX	06/06/2019			
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	06/06/2019			
Golden Mountain Consulting L.L.C	Houston, TX	06/06/2019			
GovSense	Alpharetta, GA	06/06/2019			
Gray&Pape, Inc.	Cincinnati, OH	06/06/2019			
Greg Garrett	Sugarland, TX		Submitted	07/01/2019	07/01/2019
Grow Minds Consulting LLC	HOUSTON, TX	06/06/2019			
GT Educational Services (GT Educational Services, L.L.C.)	Houston, TX	06/06/2019			
Hagerty Consulting, Inc. (Freeman)	Evanston, IL	06/06/2019			
Hallmark Mitigation & Construction	Kingwood, TX	06/06/2019	No Bid	06/20/2019	06/20/2019
Harmony Public Schools	Houston, TX	06/06/2019			
Harris County Houston Patrol, Inc.	Houston, TX	06/06/2019			
HARRIS-JONES STAFFING & RECRUITING	Katy, TX	06/06/2019			
Haude Tutoring	Spring, TX	06/06/2019			
Hayhouse Projects LLC	Brooklyn, NY	06/06/2019			
Healing Species of Texas	Montgomery, TX	06/06/2019			
Heartwork Trending Counseling and Consulting, PLLC (Heartwork Trending Consulting Services)	Houston, TX	06/06/2019			

Heavenly Service, LLC	Webster, TX	06/06/2019	Viewed	06/06/2019	
HENECO ENGINEERING AND CONSULTING	Houston, TX	06/06/2019			
Heritage Institute of Sustainability LLC	Dallas, TX	06/06/2019			
HillCo Partners, LLC	Austin, TX	06/06/2019			
HiMac Center for Creative Thinking	Houston, TX	06/06/2019			
Hoensty Environmental Services	Houston, TX	06/06/2019	Viewed	06/18/2019	
Hogan's consulting (Deon I Hogan)	Pflugerville, TX	06/06/2019			
Holland Energy Consulting	Houston, TX	06/06/2019			
Holtz/Adams Construction and Consulting, LLC	Universal City, TX	06/06/2019			
Honor Moorman Consulting	Brazoria, TX	06/06/2019	Viewed	06/06/2019	
Hooper Strategies	Granbury, TX	06/06/2019			
Hope Over Hurt	Houston, TX	06/06/2019			
Houston Center for Photography	Houston, TX		Viewed	06/10/2019	
Houston Museum of Natural Science	Houston, TX	06/06/2019			
Houston Urban Debate League	Houston, TX	06/06/2019			
HRchex, LLC (Intellisoft II, Inc.)	Irving, TX	06/06/2019			
Hunt, Guillot & Associates	Baton Rouge, LA	06/06/2019			
Husch Blackwell LLP	Houston, TX	06/06/2019			
ICC Thermal Mapping and Data Analytics (Infrared Concepts Corporation)	Maitland, FL	06/06/2019			
ID Media, Inc	Chicago, IL	06/06/2019			
Imagine Excellence.Inc	Sugar Land, TX	06/06/2019			
Imagine Me Academy	Crosby, TX	06/06/2019			
IMPACT 360	Houston, TX	06/06/2019	Unsubmitted	06/13/2019	
Indatatech (Instant Data Technologies, Inc.)	San Antonio, TX	06/06/2019			
Infinite Education Solutions	Desoto, TX	06/06/2019			
InnerChange Consulting Group	Houston, TX	06/06/2019			
Innovation Bridge, Inc.	Sacramento, CA	06/06/2019			
Instead	Kingwood, TX	06/06/2019			
Integrity Operations	Katy, TX	06/06/2019			
Invo Healthcare Associates (Invo Healthcare Associates, LLC)	Jamison, PA	06/06/2019			
IPM Asset Solutions, Inc.	Houston, TX	06/06/2019			
IP Terra International Corporation	Houston, TX	06/06/2019			
I-Raos, Inc	Pearland, TX	06/06/2019			
ISI COMMERCIAL REFRIGERATION, INC	Lewisville, TX		No Bid	07/01/2019	07/01/2019
Jackson Walker L.L.P.	Dallas, TX	06/06/2019			
Jaime Rios Financial Services Inc. (Money Concepts International Inc.)	Corpus Christi, TX	06/06/2019			
Javier Lopez	Houston, TX	06/06/2019			
JC Stonewall Constructors, LP	Houston, TX	06/06/2019			
Jean Polichino Consulting, LLC	Fredericksburg, TX	06/06/2019			
Jennifer Serravallo Consulting, LLC	South Orange, NJ	06/06/2019			
JER HR Group LLC	New York, NY	06/06/2019			
Jerry Gaither Enterprise	HOUSTON, TX	06/06/2019			
Jigsaw Learning LLC (TeachTown)	Woburn, MA	06/06/2019			
JLL Valuation & Advisory Services, LLC	Houston, TX	06/06/2019			
Johnson Consulting (Adrian B. Johnson)	Houston, TX	06/06/2019			
Johnston, LLC	Houston, TX	06/06/2019	Viewed	06/10/2019	
Jon M. Warren, LLC	Decatur, TX	06/06/2019			
Jones Lang LaSalle (JLL)	Houston, TX	06/06/2019			
Jose Villarreal Consulting Services	Houston, TX	06/06/2019	Viewed	06/06/2019	
Joyce Davis/Erin Whitney	Houston, TX	06/06/2019			
JS&D Sports Development Outreach Ministries	Humble, TX	06/06/2019			
K&R Group, INC	Houston, TX	06/06/2019			
K12 Food Pros	La Mesa, CA	06/06/2019			
K12 Insight	Herndon, VA	06/06/2019			
KAEKA GROUP INC	Lacey, WA	06/06/2019			
Kagan Publishing & Professional Development	San Clemente, CA	06/06/2019	Submitted	06/06/2019	06/06/2019
KAMICO Instructional Media, Inc.	Salado, TX		Submitted	06/12/2019	06/12/2019
Karczewski Bradshaw, LLP	Nacogdoches, TX	06/06/2019			
Kathy Jerome	Houston, TX	06/06/2019			
KCP Educational Consulting (Kristi Clarkson Pharaon)	Brenham, TX	06/06/2019			
Key Group LLC	Rosharon, TX	06/06/2019			
Keter Environmental Services	Indianapolis, IN	06/06/2019			
KGBTexas Communications	Houston, TX	06/06/2019			

Kijo Consulting LLC	Houston, TX	06/06/2019		
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	06/06/2019		
KTM Educational Consulting, LLC	San Antonio, TX	06/06/2019		
L&S Associates, LLC	Montgomery, TX	06/06/2019		
L.SMURPHE.F Institute; Solutions by L.SMURPHE.F; L.SMURPHE.F Productions (L.SMURPHE.F Enterprises, Ltd. Co.)	League City, TX	06/06/2019		
LAKESHORE LEARNING MATERIALS (LAKESHORE EQUIPMENT COMPANY)	CARSON, CA		Viewed	06/25/2019
Lan Nguyen	Houston, TX	06/06/2019		
Language Kids Houston, LLC	Sugar Land, TX	06/06/2019		
Lantana Communications	Arlington, TX	06/06/2019		
Launch Point CDC, Inc.	Houston, TX	06/06/2019		
LBNM Corporation	Richmond, TX	06/06/2019	Viewed	06/11/2019
Lead Your School (Blue Daisy Consulting, LLC)	The Woodlands, TX	06/06/2019		
Leading School Learning	Cypress, TX	06/06/2019		
Learning Omnivores (William Sommers)	Austin, TX	06/06/2019		
Lee Rutledge Consulting (Rutledge)	Austin, TX	06/06/2019	Viewed	06/06/2019
Legends Do Live	Missouri City, TX	06/06/2019	Viewed	06/07/2019
Libra-Tech Corporation	Argyle, TX	06/06/2019	Viewed	06/06/2019
Licensed To Solve (Dukes Global Works, INC)	CROSBY, TX	06/06/2019		
Linder Consulting LLC	AUSTIN, TX	06/06/2019		
Liquid Studio Group	Laredo, TX	06/06/2019		
Lisa K Bailey	Missouri City, TX	06/06/2019		
Logyx	Mountain View, CA	06/06/2019		
Lone Star Security Shield, Inc.	Houston, TX	06/06/2019		
Look to Success, LLC (Michelle Lee Pina)	Houston, TX	06/06/2019		
Love 2 the Max	Houston, TX	06/06/2019		
Lowes Companies Inc	Mooresville, NC	06/06/2019		
LQI Consulting Group, LLC	Round Rock, TX	06/06/2019		
L-Sync, LLC	Grand Prairie, TX	06/06/2019		
Lucy Anderson	Houston, TX	06/06/2019		
lurie, llp	Minneapolis, MN	06/06/2019		
Lynn Gomes, LLC (Lynn Gomes)	Houston, TX	06/06/2019		
M3 Inc	Brooklyn, NY	06/06/2019		
Maker Maven	Tomball, TX	06/06/2019		
Marathon Partners Consulting	Moon Township, PA	06/06/2019		
Mark J. Rogers	Austin, TX	06/06/2019		
Marseal Group	Roanoke, TX	06/06/2019		
Mary Benton Communications and Public Affairs	Houston, TX	06/06/2019		
MAS Solutions LLC.	Fulshear, TX	06/06/2019		
Math-A-Matics Tutoring,LLC	Houston, TX	06/06/2019	Unsubmitted	06/06/2019
MatScience, Inc	Dallas, TX		Viewed	07/01/2019
MCP Professional Services (Dr. Deloris L. Nelson)	Houston, TX	06/06/2019		
Mediators of Texas (Austin Texas Mediators LLC)	Florence, TX	06/06/2019		
Medicaid Claim Solutions of Texas, Inc.	Mansfield, TX	06/06/2019		
Melba Figueroa (HonestRx Consulting LLC)	Southlake, TX	06/06/2019		
Metamorphosis Concepts	Manvel, TX	06/06/2019		
Michael Best Strategies	Madison, WI	06/06/2019		
Microburst Learning, LLC	Columbia, SC	06/06/2019	Unsubmitted	06/18/2019
Millunzi & Associates	The Woodlands, TX	06/06/2019		
Minding YOB Services, LLC	Arlington, TX	06/06/2019		
Mitaja Corporation	Fulton, MD	06/06/2019		
Monica Lewis School of Etiquette	Spring, TX	06/06/2019		
Moore Counseling and Psychological Services (Lorenzo Moore)	Houston, TX	06/06/2019		
MPACT STRATEGIC CONSULTING, LLC	Houston, TX	06/06/2019	Viewed	06/18/2019
MSB Consulting LLC	Austin, TX	06/06/2019		
MVHL Consulting, LLC	San Antonio, TX	06/06/2019		
Namitzi Yoga (Mitzi Henderson)	HOUSTON, TX	06/06/2019		
Nasare Enterprises,LLC.	Houston, TX	06/06/2019		
NationSync (NationSync Corporation)	Houston, TX	06/06/2019		
Nazca Technologies and Consulting LLC	Montgomery, TX	06/06/2019		
NEDRP, LLC (RD360 EDUCATIONAL CONSULTING)	Canyon Lake, TX	06/06/2019		
NERDY BIRDIE (ENOVATEKK)	SPRING, TX	06/06/2019		



Newspring	Houston, TX	06/06/2019			
NO EGO APPAREL (NO EGO INC)	AUSTIN, TX	06/06/2019			
NuHealth, Inc.	Houston, TX	06/06/2019			
Nurture to Blossom Services, Inc.	Houston, TX	06/06/2019			
Nuvalo LLC	Gig Harbor, WA	06/06/2019			
Odigo Services LLC	Houston, TX		Submitted	07/02/2019	07/02/2019
O'Hanlon, Demerath & Castillo	Austin, TX	06/06/2019			
Olivier, Inc.	Dallas, TX	06/06/2019			
Omega Engineers, Inc.	Houston, TX	06/06/2019			
Ondi Love Center Ministries	Houston, TX	06/06/2019			
One Source International, LLC	Houston, TX	06/06/2019			
Optima Train (Delwar Enterprises LLC)	Houston, TX	06/06/2019			
P Eugene Turner	Waller, TX	06/06/2019			
Panorama Education	Boston, MA	06/06/2019			
Parker and Jamison LLC	Irving, TX	06/06/2019			
Pcubed (Program Planning Professionals)	Ann Arbor, MI	06/06/2019			
Pearson K12 Learning LLC	New Jersey, NJ		Viewed	06/10/2019	
PESG of Texas	Houston, TX	06/06/2019			
PHD Resources & Taxes	Houston, TX	06/06/2019			
Pinnacle Workforce Strategies	Tucson, AZ	06/06/2019			
Pittman Training (Vision Educational Solutions)	Dallas, TX	06/06/2019			
Plante & Moran, PLLC	Southfield, MI	06/06/2019			
Plexos Group LLC	Baton Rouge, LA	06/06/2019			
Point Alliance Solutions	Houston, TX	06/06/2019			
Postlethwaite & Netterville APAC (Lacher)	Baton Rouge, LA	06/06/2019			
Powell-Leon, LLP	Austin, TX	06/06/2019			
Power Institute LLC	Missouri City, TX		Submitted	07/01/2019	07/01/2019
Practical Parent Education	Mckinney, TX	06/06/2019			
PrepForward	Wayland, MA		Submitted	06/27/2019	06/27/2019
Presidential Staffing Solutions	San Antonio, TX	06/06/2019			
Prime Vendor Inc.	Wilmington, NC		Viewed	06/06/2019	
ProBizAssoc.com (Beth Philley)	Canton, OH	06/06/2019			
Productive Ventures	Spring, TX	06/06/2019			
Project Social LLC (1991)	Conroe, TX	06/12/2019	Submitted	06/18/2019	06/18/2019
Pronto Shipping and Packaging Services Inc.	Houston, TX	06/06/2019			
PROTECHT Management Group, LLC	Austin, TX	06/06/2019			
Protection Engineering Consultants LLC	Austin, TX	06/06/2019			
Public Works LLC	West Chester, PA	06/06/2019			
Purposeful Parents	Webster, TX	06/06/2019			
PVH Consulting Group LLC	Austin, TX	06/06/2019	Viewed	06/06/2019	
Ramos & Harrison	Corpus Christi, TX	06/06/2019			
Ravir LLC	Keller, TX	06/06/2019			
Real Good Technologies	Austin, TX	06/06/2019			
Recruiting Source International	Katy, TX	06/06/2019			
Reflective Energy Solutions	Hackensack, NJ	06/06/2019			
Region One Education Service Center	Edinburg, TX	06/06/2019			
Reliable R&R Training Services	Dallas, TX	06/06/2019			
Relocation Strategies (Luo & Chang Investment LLC)	houston, TX	06/06/2019			
Remember When Kids Were Kids (Jaelijah)	Spring, TX	06/06/2019			
Resolute Educational Solutions, L.L.C.	Detroit, MI	06/06/2019			
RFx Analyst, Inc.	Dover, DE	06/06/2019	Viewed	06/22/2019	
Rice & Associates, PC	Houston, TX	06/06/2019			
Richards/Carlberg (Richards Carlberg, Inc.)	Houston, TX	06/06/2019			
Rising Star Academy	Houston, TX	06/06/2019			
Rivera-Vega Group, LLC.	San Antonio, TX	06/06/2019			
RND Technology	Houston, TX	06/06/2019			
Rogers, Morris & Grover, LLP	Houston, TX	06/06/2019			
RR CONNECTION CONSULTING	Duncanville, TX	06/06/2019			
RTI International (Research Triangle Institute)	Research Triangle Park, NC		Viewed	06/11/2019	
s3strategies	Lubbock, TX	06/06/2019			
Santos Alliances	Austin, TX	06/06/2019			
SBC Consulting (Tammy Smithers)	Houston, TX		Submitted	06/29/2019	06/29/2019
SBLM Architects	New York, NY	06/06/2019			
SCG Business Services, LLC	Douglasville, GA	06/06/2019			
Schulman, Lopez, Hoffer & Adelstein	Houston, TX	06/06/2019			
Schultz Center for Teaching and Leadership, Inc.	Jacksonville, FL	06/06/2019			

Science Unlimited, LLC	Missouri City, TX	06/06/2019		
Search and Staff (Taneshia Jones)	Houston, TX	06/06/2019		
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Kingwood, TX	06/06/2019		
SETAA (South East Texas Afterschool Association)	Missouri City, TX	06/06/2019		
Shaneka Smith	Houston, TX	06/06/2019		
Sharron Helmke	Dickinson, TX	06/06/2019		
Shira J. Sherer	Houston, TN	06/06/2019		
Sketch City	Houston, TX	06/06/2019		
Sky's the Limit	Houston, TX	06/06/2019		
SL King and Associates	Atlanta, GA	06/06/2019		
SMARTOX	Irving, TX	06/06/2019		
SMRT Solutions (SMRT Consulting LLC)	Washington DC, DC	06/06/2019		
Social Motion, Inc.	Houston, TX	06/06/2019		
Social Studies Success	Spring, TX	06/06/2019		
Softline International USA, Inc	Miami, FL	06/06/2019		
Sole International	Houston, TX	06/06/2019		
Solix Inc. dba Sivic Solutions (Sivic Solutions Group LLC)	Parsippany, NJ	06/06/2019		
SPDF KIDS	Houston, TX	06/06/2019		
Springsted Human Capital Advisors	St. Paul, MN	06/06/2019		
SSCI Environmental (Separation Systems Consultants, Inc.)	Houston, TX	06/06/2019		
SSG-MUSIC	LAS VEGAS, NV	06/06/2019		
Staff Hunt LLC	Houston, TX	06/06/2019		
Standard Morgan Partners, LTD	Houston, TX	06/06/2019		
Steam Kidstute (Insight Community Resources Inc)	Houston, TX	06/06/2019		
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	06/06/2019		
Sterling Staffing Solutions (Maceo Carter Investments, LLC)	Sugar Land, TX	06/06/2019		
Sterling Therapy & Rehabilitation	SUGAR LAND, TX	06/06/2019	Viewed	06/19/2019
Stetson & Associates, Inc.	Houston, TX	06/06/2019		
Steve Spangler Inc.	Englewood, CO	06/06/2019		
Stevenson Workshop and Seminar Solutions	league city, TX	06/06/2019		
Stone Oak Solutions, LLC	New Braunfels, TX	06/06/2019		
Strahan Cain, PLLC	Houston, TX	06/06/2019		
Straight Defined	Copperas Cove, TX	06/06/2019		
Straight Line Management (Straight Line Management LLC)	San Antonio, TX	06/06/2019		
Strategar (Strategar LLC)	Addison, TX	06/06/2019		
STRAUS SYSTEMS INC	STAFFORD, TX	06/06/2019		
Students of Strength, Inc.	Cambridge, MA	06/06/2019		
Susan M. Catlett, Ph.D., BCBA-D	Houston, TX	06/06/2019	Viewed	06/07/2019
Tandi Oil and Gas LLC	KATY, TX	06/06/2019		
TCT Enterprises, LLC	Houston, TX	06/06/2019		
Teach2Learn (Elliott and McMahon)	Friendswood, TX	06/06/2019		
Teaching Strategies, LLC	Bethesda, MD	06/06/2019		
Team Driven Technology Inc.	Fort Worth, TX	06/06/2019		
TeamLogic IT (Philoxenus, Inc.)	Houston, TX	06/06/2019		
Tecnics Consulting, Inc.	Houston, TX	06/06/2019		
TEEN TRUTH (TEEN TRUTH, LLC)	DRIPPING SPRINGS, TX	06/06/2019		
Tekgration LLC	San Antonio, TX	06/06/2019		
Tetra Tech, Inc.	Maitland, FL	06/06/2019		
Texans Together Education Fund Inc	Houston, TX	06/06/2019		
Texas Educational Consultative Services, Inc.	Austin, TX	06/06/2019		
Texas Initiative Programs (The K16 Ready Society, Inc.)	Fort Worth, TX	06/06/2019		
Texas STAAR Publishing, LLC	Sugarland, TX	06/06/2019		
Texas State Billing Services Inc	Kyle, TX	06/06/2019		
The Afterschool Professional	Pflugerville, TX	06/06/2019		
The A-List Network, LLC (Stephanie Belton)	Rosharon, TX	06/06/2019		
The Augusta Group (Augusta Marketing Products LLC)	Pearland, TX		No Bid	06/17/2019 06/17/2019
The Box Program (Box Program)	Baytown, TX	06/06/2019		

The Carmona Firm, PLLC	Houston, TX	06/06/2019		
The CNA Corporation (CNA)	Arlington, VA	06/06/2019		
The Donatto Group	Houston, TX	06/06/2019		
The E2 Group, Inc.	Sugar Land, TX	06/06/2019	Unsubmitted	06/07/2019
The Educator Collaborative	Astoria, NY	06/06/2019		
The Fulton Law Group PLLC	Houston, TX	06/06/2019		
The Green Alliance	Katy, TX	06/06/2019		
The Hanover Research Council, LLC	Arlington, VA	06/06/2019	Unsubmitted	06/06/2019
The Harris Foundation	Houston, TX	06/06/2019		
The K.N.E.W. Solutions (Keschia Matthews)	FRESNO, TX	06/06/2019	Viewed	06/06/2019
The KD Company (Kim Y. Davis Enterprises, LLC)	Houston, TX	06/06/2019	Viewed	06/06/2019
The Kovacs Group	New Braunfels, TX	06/06/2019		
The Ombudsmen Group	Cibolo, TX	06/06/2019		
The Paper Plate, Inc	Dallas, TX	06/06/2019		
The Phoenix Group (Phoenix Contracting Group)	Houston, TX	06/06/2019		
The Platform	Houston, TX	06/06/2019		
The Schlueter Group (Stan Schlueter)	Austin, TX	06/06/2019		
The Style Signature	Carrollton, TX	06/06/2019		
The TEAMS Group, LLC	Austin, TX	06/06/2019	Viewed	06/12/2019
The Yates Company	Houston, TX	06/06/2019		
TheDataFyles	Bellaire, TX	06/06/2019	Unsubmitted	06/11/2019
Therapy Consultants (MedPerm Placement Inc)	Houston, TX	06/06/2019		
thinkLaw (CS Educational Services, LLC)	Las Vegas, NV	06/06/2019		
Thompson & Horton LLP	Houston, TX	06/06/2019		
Thompson Educational Consulting, Inc.	Missouri City, TX	06/06/2019		
Timothy Project: Youth Mentoring Youth, Inc.	Houston, TX	06/06/2019		
Tiphany Chambers Burrell	HOUSTON, TX	06/06/2019		
TISOMO Consulting Group, LLC	Jacksonville, FL	06/06/2019		
TNR Accounting & Management Consulting, LLC (Nannette Ray)	Katy, TX	06/06/2019		
TNTP (The New Teacher Project, Inc.)	Brooklyn, NY	06/06/2019		
Total Special Education Solutions, LLC	Beaumont, TX	06/06/2019		
TPR Education LLC (The Princeton Review)	Natick, MA	06/06/2019		
Trace3, Inc.	Irvine, CA	06/06/2019		
Trezvant Academy, Inc	Houston, TX	06/06/2019		
True Love Childcare	Humble, TX	06/06/2019		
TSC COGIC	houston, TX	06/06/2019		
Tutor Doctor	Navasota, TX	06/06/2019		
Tynker	Mountain View, CA	06/06/2019		
UNICOM Government, Inc. F/K/A GTSI Corp.	Chantilly, VA	06/06/2019		
Unified Sunergy Systems LLC	Flower Mound, TX	06/06/2019		
Unlimited Visions Aftercare, Inc	Houston, TX	06/06/2019		
Utturn Concepts Inc	Houston, TX	06/06/2019		
Vanguard Trading & Services, LLC	Houston, TX	06/06/2019		
Velvet Rope Experience (VRE Business Solutions)	Houston, TX	06/06/2019		
Vertex Roofing, LLC	Corpus Christi, TX		Viewed	06/28/2019
Vinnove Consulting Group	San Antonio, TX	06/06/2019		
Visual Communication Services (Webbco Enterprises, LLC)	Houston, TX	06/06/2019		
Volition IIT Inc	ASHBURN, VA	06/06/2019		
Voss & Associates (David R. Voss Associates, Inc.)	Jacksonville, FL	06/06/2019		
VOX Global	Dallas, TX	06/06/2019		
VRJ & Associates, LLC	Sugar Land, TX	06/06/2019	Submitted	06/07/2019 06/07/2019
Waits Consulting Group	Houston, TX	06/06/2019		
Walk the Walk Promotions	Richardson, TX	06/06/2019		
Walker Quality Services	Cypress, TX	06/06/2019		
Walsh Gallegos Treviño Russo & Kyle P.C.	Austin, TX	06/06/2019		
WaterLily Writing, LLC	Arlington, TX	06/06/2019		
Watkins & Associates Consulting Services LLC.	Houston, TX	06/06/2019		
Wellesley College	Wellesley, MA	06/06/2019		
Wellspring Family & Community Institute	Houston, TX	06/06/2019		
Westat	San Antonio, TX	06/06/2019		
WILLIAM CONNECTION MINISTRIES	HOUSTON,, TX	06/06/2019		
Williams Education Consulting	Houston, TX	06/06/2019	Viewed	06/06/2019

Workshop Houston	Houston, TX	06/06/2019		
Wright One Training	Flower Mound, TX	06/06/2019		
Writers in the Schools	Houston, TX	06/06/2019		
Writing with Design (The Learning Project)	Norman, OK		Unsubmitted	06/17/2019
WRM Development	Selma, TX	06/06/2019		
Yolah - Yolandra Drake	Houston, TX	06/06/2019		
Young Women Christian Association of Houston	Houston, TX	06/06/2019		
Youth Advocacy TEAM	Houston, TX	06/06/2019		
Youth Debate League (MDG Gulf Coast, LLC)	Missouri City, TX	06/06/2019		
Z Smart, LLC	Rockwall, TX	06/06/2019		
ZNA DESIGN (ZNA GROUP LLC)	Katy, TX	06/06/2019		
ZolonTech, Inc.	Herndon, VA	06/06/2019		

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### External Invitations

Invite Email	Auto Approve	Invitation Date	Status	Status Date
tanya.walker@review.com	Yes	06/13/2019	Invitation Sent	06/13/2019

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### Participant Detail

#### @RISK Technologies

Address	16400 N. Dallas Pkwy Unit 105 Dallas, TX 75248	Participation Type:	Active Supplier
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Invitation Date 06/06/2019  
 Invitation Type Automatic  
 Invitation Email(s) lbrehm@atrisktech.com

#### 2\*2\*4 Solutions Education Consulting Service

Address	PO Box 2204 Red Oak, TX 75154	Participation Type:	Active Supplier
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Invitation Date 06/06/2019  
 Invitation Type Automatic  
 Invitation Email(s) solution224@outlook.com

#### 365 Paving & Construction LLC

Address	1618 E. Griffin Parkway Mission, TX 78572	Participation Type:	Active Supplier
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Invitation Date 06/06/2019  
 Invitation Type Automatic  
 Invitation Email(s) 365paving@gmail.com

#### 3rd I Process FX

Address	4007 Floyd St. Houston, TX 77007	Participation Type:	Active Supplier
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Invitation Date 06/06/2019  
 Invitation Type Automatic  
 Invitation Email(s) gmitchell@3rdiprocurement.com

#### 4.0 GPA

Address	P.O Box 940514 Houston, TX 77094	Participation Type:	Active Supplier
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Invitation Date 06/06/2019  
 Invitation Type Automatic  
 Invitation Email(s) keculah@40gpa.com



**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: Inga Ash – Procurement Coordinator

Job- Bid or RFP# and Name: 19/050IA Contracted Services for the Teaching Learning Center for Harris County Department of Education

Board Meeting Date: August 21, 2019

Date: July 19, 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 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 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]

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**To: Purchasing Division**

**From: Recommendation Committee**

**Frances Hester  
Colina Poullard  
Sheridan Labbe  
Kendra Jackson**

Job (Bid or RFQ#) and Name: 19/050IA Contracted Services for the Teaching Learning Center

Board Meeting Date: August 21, 2019

Date: July 16, 2019

**Procurement Requirements Available:**

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)
- From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)
- Over \$50,000 (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 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 and RFPs) prepared by the Purchasing Division)

**Justification:**

Job no. 19/050IA

This RFP was advertised to acquire Contracted Services for the Teaching Learning Center.

Invitation to propose were sent to 517 vendors. HCDE received 11 responses.

The following vendors are being recommended for an award:

- Bridge to Leadership, LLC
- Greg Garrett
- Kagan Publishing & Professional Development
- KAMICO Instructional Media, Inc.
- Odigo Services, LLC
- PreForward
- SBC Consulting (Tammy Smithers)
- VRJ & Associates

**Regular Board Meeting**

**6.G.1.**

**Meeting Date:** August 21, 2019  
**Title:** United Way Revenue Agreement- Quality Network Initiative  
**Submitted For:** Lisa Caruthers, Case for Kids  
**Submitted By:** Kimberlee Flowers  
**Recommended Action:** Approve  
**HCDE Goal(s):** 1. Impact education/respond to evolving needs  
 2. Deliver value responsibly

**Additional Resource Personnel:**

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Approval of Service Agreement (revenue) with United Way of Greater Houston for CASE for KIDS** to provide quality support services to 125 after school programs in Harris County for the period of 09/1/2019 through 7/31/2020 in an amount of \$75,000.

**Subject:**

Consider approval CASE for Kids Revenue Contract with United Way of Greater Houston in the amount of \$75,000

**Rationale:**

Contract with United Way of Greater Houston in the amount of \$75,000 for the term of September 1, 2019 to July 31, 2020. Funds are to support CASE for Kids coordination of assessment, training, coaching and technical assistance services for 125 programs in the quality improvement network.

**Fiscal Impact**

**Attachments**

United Way Contract

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
CASE	Lisa Caruthers	07/29/2019 03:39 PM
Purchasing Alternate	Kendra Jackson	07/30/2019 02:39 PM
Purchasing	Bill Monroe	07/30/2019 04:39 PM
Assistant Superintendent - Business	Jesus Amezcua	08/06/2019 03:41 PM
Form Started By: Kimberlee Flowers		Started On: 07/22/2019 01:58 PM
Final Approval Date: 08/06/2019		



## SERVICES AGREEMENT FOR HCDE REVENUE

This Services Agreement (“Agreement”) is made and entered by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas 77022, and United Way of Greater Houston (“United Way”), located in 50 Waugh Drive, Houston, 77007 for services in accordance with the terms and conditions specified herein.

### Recitals

HCDE is a local governmental entity, established to promote education in Harris County, Texas. Both United Way of Greater Houston and HCDE desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

- 1. Purpose.** The purpose of this Agreement is to state the terms and conditions under which HCDE will provide services for United Way. United Way agrees to retain HCDE and HCDE agrees to provide services to United Way and to perform the duties and all necessary labor and resources needed to provide the services set forth in Article 3 Scope of Work.
- 2. Term.** This Agreement is for services beginning September 1, 2019 and ending August 1, 2020 (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.
- 3. Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services HCDE agrees to provide.
- 4. Independent Contractor Status.** It is the intention of the parties that HCDE be an independent contractor and not an employee, agent, joint venturer, or partner of United Way. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between United Way and either HCDE or any employee or agent of HCDE.
- 5. Changes & Amendments.** This Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated into this Agreement. All such changes shall be made in writing and agreed to by both parties.
- 6. Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by HCDE without the prior written acknowledgement and authorization of United Way.
- 7. Compensation.** United Way will pay HCDE \$75,000.00 for services provided in Exhibit A. United Way agrees to make payment to HCDE upon receipt of an invoice. HCDE will invoice United Way periodically throughout the term of the agreement and within thirty (30) days of the completion of services.

8. **Conflict of Interest.** During the Term of HCDE's service to United Way, HCDE shall not, directly or indirectly, whether for HCDE's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by United Way.

9. **Warranties and Limitation of Liability.** **EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, HCDE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, HCDE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL HCDE BE HELD LIABLE FOR EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF HCDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. **Indemnity.** United Way **SHALL INDEMNIFY AND HOLD HARMLESS BOTH HCDE AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF HCDE OR ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.**

11. **Performance.** HCDE further agrees that HCDE's services will be performed with reasonable care, skill, judgment, and experience, and in a professional business-like manner, with no direct supervision from United Way. If HCDE is unable to complete the work in this manner based on the mutually agreed upon time, HCDE shall notify United Way in writing.

12. **Termination.** Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. United Way will be responsible for payment for services that have been accepted by United Way up to the termination date.

13. **Force Majeure.** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

14. **Intellectual Property.** HCDE represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement. Nothing in this Agreement grants United Way any rights

to HCDE's materials, work product, or any other intellectual property developed or used in performance of this Agreement or otherwise.

**15. Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed below Paragraph 19. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**16. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

**17. No Waiver of HCDE's Immunity.** The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.

**18. Entire Agreement.** The Agreement and Exhibit A represent the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

**19. Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

In witness whereof, United Way and HCDE have executed this Agreement to be effective on the date specified in Term above:

United Way of Greater Houston

Harris County Department of Education

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Mike Stewart  
Chief Operating Officer  
50 Waugh Drive  
Houston, TX 77007  
713-685-2300

Jesus Amezcua  
Assistant Superintendent –Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740

## EXHIBIT A SCOPE OF WORK

### Classifications of Site Commitments

The following table summarizes the HCDE commitments for each of the levels anticipated.

Coaching Service	Level 1	Level 2	Level 3
Self-Assessment Assistance Group Session	X		
Self-Assessment/Planning with Data Assistance Webinars	X	X	X
Monthly quality tips	X	X	X
Improvement Plan Technical Assistance Call	X	X	X
Program Site Visit	X	X	X
Program Site Visit Reflection Report	X	X	X
Technical Assistance	X	X	X
External Assessment		X	X
External Assessment Report Review		X	X
Youth Work Methods Workshops	X	X	X
Group Quality Coaching		X	X
Individual Quality Coaching	X		
Access to Quality Coaching Services through webinars, technical assistance calls	X	X	X

HCDE	United Way
<ul style="list-style-type: none"> <li>Programs: Services/Obligations</li> </ul> <p><b>Self-Assessment Preparation Session (Level 1 and Level 2)</b>            CASE for Kids will coordinate services of coach to provide technical assistance support via webinar or hotline response phone calls related to the self-assessment process. This may include clarification on self-assessment process, scoring questions, brainstorming, etc. Includes <b>two (2)</b> scheduled 2-hour group sessions on the observation process, note taking and the circle of influence. UW will receive information on numbers served, common issues identified and recommendations for follow up.  <i><b>Pre-requisite: Site must have completed the PQA Basics training</b></i></p>	<ul style="list-style-type: none"> <li>Obligations</li> </ul> <p>Provide CASE staff with access and contact information for all sites in network.</p> <p>Provide referrals for network sites to participate in quality coaching.</p> <p>Provide and maintain updated list of sites in the network.</p> <p>Coordinate logistics and provide access to sites as appropriate per level to YPQ Basics, Self-Assessment preparation workshops as well as Planning with Data workshops.</p> <p>Provide workbooks for network participants for all network Youth Work Methods workshops facilitated by CASE for Kids.</p>

**Improvement Plan Follow up Session (Level 1,2,3)**

CASE for Kids will coordinate services of coach to provide a technical support webinar and co-facilitate a Technical Assistance call with United Way support.

*Pre-requisite: Site must have completed the Planning with Data training*

**External Assessment (Level 2,3)**

CASE for Kids will facilitate certified YPQ external assessors (internal staff and contracted) to conduct a YPQ assessments at 30 network sites identified by United Way. External assessments will take place in Fall 2019, Spring 2020 and Summer 2020.

**External Assessment Report Review (Level 2,3)**

CASE for Kids will facilitate development and dissemination of a report that reviews external assessment scores for the 30 network sites and provides recommendations to be incorporated into improvement plans. Data will be shared with United Way.

**Program Site Visit & Check-in (Level 1)**

Upon referral or request, CASE for Kids facilitates a coaching visit to up to 15 network sites. Each visit will allow up to 1.5 hours to observe programming, reflect on self-assessment and continued relationship building. Data will be shared with United Way.

**Coach Reflection Report (Level 1)**

CASE for Kids facilitates development and dissemination of a report which provides 15 network sites with report which includes a summary of service, highlights and recommendations for the future. Data will be shared with United Way.

**Group Quality Coaching (Level 2,3)**

CASE for Kids facilitates up to 3 sessions per Level at CASE for Kids or United Way for small group discussions, peer mentoring and information sharing among network members who

Provide access to on-line Scores Reporter system for CASE for Kids staff and contracted External Assessors to enter data about assessments for network participants.

need additional support and technical assistance. Data will be shared with United Way.

**Access to Quality Coaching: (Level 1,2,3)**

CASE for Kids will provide monthly access to observation videos and follow up technical assistance calls or webinars to support quality development. Data gathered will be shared with United Way.

**Youth Work Methods Training (Level 1,2,3)**

CASE for Kids facilitates 6 Youth Work Methods (2 hours) trainings for Out2Learn network.

**Connectivity Workshop-Weikart, SEL and Restorative Practices (Level 1,2,3)**

CASE for Kids will present a 2 hour workshop for the Out2Learn Network reviewing best practices and making the connections between the importance of YPQI and SEL.

**Professional Development for Network Coordinating Council Members**

CASE for Kids may facilitate professional development opportunities for Out 2 Learn Network Coordinating Council members and/or their designated representatives including but not limited to registration costs, materials and related travel expenses.

**Regular Board Meeting**

**6.G.2.**

**Meeting Date:** August 21, 2019  
**Title:** CASE for Kids TEA 21st Century Cycle 9 Year 4 NOGA Acceptance for 2019-2020  
**Submitted For:** Lisa Caruthers, Case for Kids **Submitted By:** Kimberlee Flowers  
**Recommended Action:** Approve **HCDE Goal(s):** 2. Deliver value responsibly  
**Additional Resource Personnel:** Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson **Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Acceptance of funds totaling \$1,608,939.00 from the Texas Education Agency for CASE for Kids' Cycle 9 Year 4 21st Century Community Learning Centers grant** for the period of 08/01/2019 through 07/31/2020; CASE for Kids anticipates serving 820 students with these grant funds.

**Subject:**

Acceptance of the TEA 21st CCLC Cycle 9 afterschool grant awarded to CASE for Kids

**Rationale:**

The Texas Education Agency has granted funds for year four of a five-year 21st Century Community Learning Centers grant. These funds must be used to implement the five core components of the grant: (1) improve academic performance; (2) improve behavioral outcomes; (3) increase college and career readiness; (4) foster youth leadership; and (5) promote parent involvement. The following 10 centers from 9 districts and one charter were awarded as part of this TEA grant.

Aldine ISD	Drew Academy
Alief ISD	Albright Middle
Clear Creek ISD	Clear Creek Intermediate
Galena Park ISD	North Shore 9th Grade
Humble ISD	Sterling Middle
Houston ISD	Chavez High
Pasadena ISD	South Houston Intermediate
Sheldon ISD	Null Middle
Southwest Schools Charter	Southwest Middle
Spring ISD	Bammel Middle

**Fiscal Impact**

**Attachments**

Cycle 9YR4 NOGA

**Form Review**

Inbox	Reviewed By	Date
CASE	Lisa Caruthers	07/29/2019 03:39 PM
Purchasing Alternate	Kendra Jackson	07/30/2019 02:40 PM
Purchasing	Bill Monroe	07/30/2019 04:40 PM

# Texas Education Agency

NOGA ID: 206950247110014

Organization: HARRIS COUNTY DEPT OF EDUCATION County-District: 101000 Vendor ID: 1-746001215  
 Campus/School: Not Applicable ESC Region: 4 School Year: 2020

## Notice of Grant Award

## SAS # A782-20

Amendment Number

Name of Grant Program	Far Fund Code	Far Rev Code	Fed Awd # /CFDA #	Federal Aid Agency	TEA USE only	Begin Date	End Date	Increase (Decrease)	Amount
2019-2020 21ST CCLG CYCLE 9 YEAR 4	265	5929	84.287C	USDE	69502024	08/01/2019	07/31/2020	\$0.00	\$1,608,939.00
NOGA Total:									\$1,608,939.00

An amount of (\$0.00) has been reserved for the Notice of Grant Award. For more information, please contact the funding contact listed on the TEA Grant Opportunities page.

Application and any amendment thereto identified above, Received Date/ Document Control Number/ Application ID(05/13/2019)as revised or negotiated by the Texas Education Agency (TEA), is hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines which accompany the application, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the sub grantee named above. If funding is not received, TEA assumes no liability for costs incurred by the grant recipient.

**Offer Accepted by Grantee**

The signature of the applicant's authorized officer contained on the applicant's application or amended application referred to above, is hereby incorporated by reference and made a part of this grant/award.

Approval ID of the Commissioner of Education or Designee  
Texas Education Agency

Date

*Mingjun Chang Hill, PhD*

5/21/19



**Regular Board Meeting**

**6.G.3.**

**Meeting Date:** August 21, 2019

**Title:** CASE for Kids TEA 21st Century Cycle 10 Year 2 NOGA Acceptance for 2019-2020

**Submitted For:** Lisa Caruthers, Case

**Submitted By:** Trina Finley

**Recommended Action:** Accept

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
3. Advocate for learners through innovation

**Additional Resource Personnel:** Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Acceptance of funds totaling \$1,500,000 from the Texas Education Agency for CASE for Kids' Cycle 10 Year 2 21st Century Community Learning Centers grant** for the period of 08/01/2019 through 07/31/2020; CASE for Kids anticipates serving 975 students with these grant funds.

**Subject:**

Acceptance of TEA 21st CCLC Cycle 10 Grant for CASE for Kids

**Rationale:**

The Texas Education Agency has granted funds for year two of a five-year 21st Century Community Learning Centers grant. These funds must be used to implement the five core components of the grant: (1) improve academic performance; (2) improve behavioral outcomes; (3) increase college and career readiness; (4) foster youth leadership; and (5) promote parent involvement. The following 10 campuses from two districts and four charters were awarded in this proposal:

Galena Park ISD	Shirley Williamson Elementary
Galena Park ISD	Tice Elementary
Galena Park ISD	North Shore Elementary
Sheldon ISD	Royalwood Elementary
Sheldon ISD	C.E. King Middle
Sheldon ISD	C.E. King High
Promise Community School District	Baker Ripley/Promise Schools
Houston STEM & Early College	Houston STEM & Early College
AAMA Charter School	George Sanchez High
Southwest School Charter	Bissonnet Elementary

**Fiscal Impact**

**Included in FY budget Y/N:** y

**Included in current budget amendment Y/N:** y

**Attachments**

Cycle 10YR2 NOGA

**Grants Administration Division**

**NOTICE OF  
GRANT AWARD  
ENCLOSED**

July 10, 2019

Mr. James Colbert, Jr.  
Superintendent  
Harris County Department of Education  
6300 Irvington Blvd.  
Houston, TX 77022-5618  
County District Number: 101-000

Subject: Notice of Grant Award (NOGA) for 2019-2020 Texas 21st Century Community Learning Centers, Cycle 10, Year 2  
NOGA ID Number: 206950267110022

This letter contains important information pertaining to your approved Texas Education Agency (TEA) grant application, expenditure reporting requirements for the above-mentioned grant, and the use of the expenditure reporting (ER) system to request grant payments.

TEA, as the pass-through entity, is the grantee from the U.S. Department of Education (USDE) and TEA awards subgrants to non-federal entities such as local educational agencies (LEAs), including school districts, charter schools, and education service centers, and to a lesser degree institutions of higher education (IHEs), and nonprofit organizations (NPOs) who are the agency's subgrantees. These guidelines apply to all subgrantees of TEA, regardless of whether referenced herein as subgrantee or grantee. For purposes of this NOGA transmittal letter, TEA may use the terms grantee and subgrantee synonymously for its subrecipients.

**Notice of Grant Award (NOGA)**

The approved application, NOGA, and Supplement to NOGA are enclosed with this letter. All pages of the approved application should be reviewed for any changes made during negotiation to ensure all funds are expended and all activities are conducted according to the terms and conditions of the approved grant.

**Project Period**

The project period for the above-mentioned grant is stated on your NOGA. All encumbrances/obligations must occur on or between the beginning and ending dates of the subaward unless pre-award costs are expressly permitted for the individual grant program.

In general, goods or services delivered near the end of the grant period may be viewed by TEA as not necessary to accomplish the objectives of the current grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the subgrantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment.

The subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all grant programs, including state and federal, discretionary and formula.

### **Fingerprinting Requirement**

Per Section 22.0834 of the Texas Education Code (TEC), any person offered employment by any entity that contracts with TEA or receives grant funds administered by TEA (i.e., a subgrantee or a contractor of the subgrantee) is subject to the fingerprinting requirement. TEA is prohibited from awarding grant funds to any entity, including nonprofit organizations, that fails to comply with this requirement. For details, refer to the [General and Fiscal Guidelines](#), Fingerprinting Requirement.

### **Amendments**

If the subgrantee needs to amend the application to request authorization for changes that require approval, the subgrantee must obtain approval from TEA by submitting an amendment prior to the date the subgrantee encumbers such funds and/or such services are rendered. Refer to the "When to Amend the Application" document posted in the Amendment Submission Guidance section of the [Administering a Grant](#) page. An amendment is effective on the day it is received by TEA in substantially approvable form yet is subject to negotiation.

The last day to submit an amendment to TEA is stated on the [TEA Grant Opportunities](#) page.

### **25% Budget Variation Cannot Be Exceeded**

A budget amendment is required when cumulative transfers among direct cost categories exceed or are expected to exceed 25% of the *total current approved budget*. A subgrantee may transfer funds among existing budgeted categories without submitting an amendment as long as the total amount of funds transferred is 25% or less of the total current approved budget. This provision does not allow for the purchase of additional units of equipment, but it does allow for the purchase of previously approved items that cost more than budgeted amounts. The total expenditures for programs budgeted cannot exceed the total amount approved for each program budget.

### **Cash Management Requirements**

The subgrantee must account for and expend federal funds in accordance with federal statute, state laws, and the terms and conditions of the award.

There are two methods available to a subgrantee to request payments. These include: reimbursement and cash advances.

**Reimbursement:** In a reimbursement method, a subgrantee draws down funds from the ER system after the subgrantee has already paid the funds. In an effort to allow subgrantees with additional flexibility, TEA has defined reimbursement as drawing down funds on, or after, the day the subgrantee has mailed, delivered, or submitted an electronic payment. For audit purposes, the subgrantee must track the date it mailed, delivered, or submitted an electronic payment as proof for reimbursement method. Under the reimbursement method, a subgrantee is not required to deposit funds in an interest bearing account.

**Cash Advance:** Under the cash advance method, a subgrantee draws down funds in advance of when the funds will be paid out. The use of this payment method requires the subgrantee to have written procedures that minimizes the time elapsing between when the subgrantee requests a draw down and when the subgrantee will issue the payment for the program purpose.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements for direct program or project costs and the proportionate share of any allowable indirect costs.

Subgrantees must have written procedures and internal controls for cash management to ensure that only the actual amount of cash needed will be requested, and that the cash received will be paid out. Procedures should show that the subgrantee plans carefully for cash flows for grant projects and reviews cash requirements before each request for payment. Cash management procedures are monitored during monitoring visits and during the annual independent audit.

### **Requesting Payment through the Expenditure Reporting (ER) System**

Subgrantees in good standing are required to use the ER system to record expenditures and request payment. Subgrantees may generally enter total expenditures by class/object code into the ER system up to 30 days following the ending date of the grant. The subrecipient is responsible for ensuring the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the ER system. This authorized official must certify each request for payment as described in 2 CFR §200.415.

### **Accessing ER**

To access ER, all individuals reporting and certifying expenditures are required to have a TEA Login (TEAL) account and access to the ER application. For security purposes, the TEAL username and password are not to be shared with any other user. The ER system is designed to accommodate a segregation of duties between the staff member who enters the drawdown into the ER system and the authorized official who certifies and submits the request. Failure to have such segregation of duties could be a sign of insufficient internal controls indicating risk of inadequate fund management. TEA strongly recommends the segregation of duties and may impose additional specific conditions on subgrant awards when risk is identified.

If you do not have access to TEAL, you must request a user ID. On the TEA Login (TEAL) screen, click Request New User Account and complete the steps provided. A username and temporary password will be emailed to you, so you can logon and finalize your account. Once your TEAL account is finalized, you will logon to TEAL, click on My Application Accounts, and follow the instructions to request access to the Expenditure Reporting application.

If you already have a TEAL account and access to ER, login directly to TEAL. In your list of applications, look for the Expenditure Reporting heading and click on your role/link, under the heading, to access the ER system.

### **Expenditure Reporting by Class/Object Code in ER**

Expenditures must be reported in the ER system by class/object code. TEA implements this process to demonstrate compliance with federal monitoring expectations/auditing standards and to mitigate the need for subgrantees that are not identified as high-risk by TEA to submit supporting expenditure documentation for payment requests that exceed grant threshold requirements. High-risk subgrantees are required to submit requested supporting documentation to TEA.

### **Documentation of Expenditures**

For any payment request in ER, TEA reserves the right to request additional supporting documentation including but not limited to the general ledger, payroll ledger, and copies of payroll checks, invoices, receipts, and travel vouchers before authorizing payment. TEA may request you to upload any such document to your payment request in ER. Payment will not be approved or processed until the requested documentation is received and determined to be allowable under the grant.

## Denial of Expenditure Reports

When reporting expenditures by class/object code, the ER system will not permit the subgrantee to submit an expenditure report with the following criteria:

- Where the subgrantee is claiming expenditures in a class/object code not budgeted in the approved application
- When the total amount exceeds the total amount of the grant

## ER Requests Requiring Manual Review and Approval

Thresholds are established for each grant program to allow for the automatic approval of payments as long as the payments are within the established thresholds. Payments will be approved automatically as long as an individual request does not exceed the established threshold percentage. The ER system will automatically forward any request for payment that exceeds the established thresholds to TEA staff for review and approval. TEA staff will consider each request to exceed the established thresholds on a case-by-case basis.

In addition, the ER system has various system criteria that allow TEA staff to monitor requests for payment. If a draw down request violates an ER system criteria or is randomly selected for monitoring, TEA staff will manually review the draw down request and contact the subgrantee for a narrative payment justification.

## Due Date of Expenditure Report

The deadline for reporting total final expenditures by class/object code is stated on the [TEA Grant Opportunities](#) page.

## Refunds for Excess Payments

All refunds for excess payments received (*not for interest earned on federal funds*) must be submitted to:

Texas Education Agency—MSC  
P. O. Box 13717  
Austin TX 78711-3717

Write the name of the grant program, NOGA ID number, and reason for refund ID on the refund check. The refund will be credited to the NOGA ID from which the excess funds were drawn down.

### Reason for Refund

- R.1. Correction of an administrative error
- R.2. Correction of an unallowable cost
- R.3. Correction for a cost incurred outside the period of availability
- R.4. Return of funds associated with an excessive drawdown
- R.5. Return of funds associated with termination (voluntary or involuntary)
- R.6. Return associated with a failure to meet maintenance of effort
- R.7. Other (*provide brief explanation on separate page*)

## Return of Interest Earned from Federal Grant Payments

This section applies to federal grants only.

Subgrantees are not required to maintain separate bank accounts for federal grants. However, subgrantees must comply with the applicable standards for financial management in maintaining accounting records by fund source. (See 2 CFR §§200.302 and 200.305) Subgrantees receiving federal grant payments may be required to return interest earned to the appropriate federal agency.

Subgrantees shall not draw down more cash than is necessary to meet immediate cash needs. If a subgrantee draws a federal cash advance from the ER system and keeps cash on hand, the subgrantee may be required to return to the federal government any interest accrued beginning with the day the draw down is received in the organization's bank account.

In accordance with the requirements of 2 CFR §200.305, all organizations must deposit federal grant payments into an interest-bearing account. The subgrantee may retain up to \$500 annually in interest earned for administrative expenses.

The requirements of 2 CFR §200.305 are waived if any of the following conditions applies:

- The subgrantee receives less than \$120,000 in total federal awards per fiscal year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per fiscal year on total federal cash balances.
- The average or minimum balance required by the depository bank is too high for the subgrantee to meet with expected federal and non-federal cash resources.
- A foreign government or banking system prohibits or precludes interest bearing accounts.

In addition, on at least an annual basis, any interest in excess of \$500 accrued on advances of federal grant funds must be remitted to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment following the process described in 2 CFR §200.305.

### **Noncompliance with Cash Management Requirements**

This section applies to federal grants only.

Pursuant to 2 CFR §200.207, if TEA identifies, in its sole determination, a subgrantee as posing a level of risk identified by the agency's risk criteria, the subgrantee has a history of failure to comply with the terms and conditions of the grant award, the subgrantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any subgrant award. TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR §200.207 as "high-risk conditions" and designate a non-Federal entity subject to specific conditions established under §200.207 as a high-risk subgrantee per 2 CFR §3474.10.

If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more remedies for noncompliance actions, as appropriate in the circumstances pursuant to 2 CFR §200.338. For details, refer to the High-Risk Status, Specific Conditions, and Remedies for Noncompliance section of the [General and Fiscal Guidelines](#).

### **Contact Information**

For questions related to this grant, please contact the appropriate person or division as listed in the Contact Information section of the [TEA Grant Opportunities](#) page.

Thank you,  
Texas Education Agency

Enclosures

# Texas Education Agency

NOGA ID: 206950267110022

Organization: HARRIS COUNTY DEPT OF EDUCATION County-District: 101000 Vendor ID: 1-746001215  
 Campus/School: Not Applicable ESC Region: 4 School Year: 2020

## Notice of Grant Award

## SAS # A287-20

Amendment Number:

Year of Grant Program	Fed Fund Code	Fed Rev Code	Fed Awd # /CFDA #	Federal Aid Agency	TEA USE only	Begin Date	End Date	Increase (Decrease)	Amount
2019-2020 21ST CCLC CYCLE 10 YEAR 2	265	5928	84.287C	USOE	69502026	08/01/2019	07/31/2020	\$0.00	\$1,500,000.00
NOGA Total:									\$1,500,000.00

An amount of **(\$0.00)** has been reserved for the Notice of Grant Award. For more information, please contact the funding contact listed on the TEA Grant Opportunities page.

Application and any amendment thereto identified above, Received Date/ Document Control Number/ Application ID (05/13/2019) as revised or negotiated by the Texas Education Agency (TEA), is hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines which accompany the application, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the sub grantee named above. If funding is not received, TEA assumes no liability for costs incurred by the grant recipient.

<p style="text-align: center;"><b>Offer Accepted by Grantee</b></p> <p>The signature of the applicant's authorized officer contained on the applicant's application or amended application referred to above, is hereby incorporated by reference and made a part of this grant/award.</p>	<p style="text-align: center;"><b>Approval ID of the Commissioner of Education or Designee</b> Texas Education Agency</p> <p style="text-align: center;"><i>mpangulhanga@tea.texas.gov</i>, PhD 7/9/19</p>
<p><b>Date</b></p>	

**Regular Board Meeting**

**7.A.**

**Meeting Date:** August 21, 2019

**Title:** CH Local FY 19 - Revised

**Submitted For:** Bill Monroe, Purchasing

**Submitted By:** Kendra Jackson

**Recommended Action:** Approve

**HCDE Goal(s):** 2. Deliver value responsibly

**Additional Resource Personnel:** Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson, Yaritza Roman

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

**Information**

**Posted Agenda Item:**

**Consider approval to increase the allowable maximum contract amounts under CH Local FY 2019** for Powerschool Group, LLC (Pentamation) (original \$60,000) requesting new total of \$100,000(increase of \$40,000); Zieben Foundation Properties (original \$60,000) requesting new total of \$75,000 (increase of \$15,000); Karczewski, Bradshaw, Spalding, Nichols, Lamp, Langlois (original \$300,000) requesting new total of \$500,000 (increase of \$200,000); Harris County Appraisal District (original \$175,000) requesting new total of \$200,000 (increase of \$25,000)

**Subject:**

Request an increase in maximum allowable spending under CH Local

**Rationale:**

The CH Local allowed maximum expenditures need to be increased to reflect actual and anticipated spending.

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing  
Assistant Superintendent - Business  
Form Started By: Kendra Jackson  
Final Approval Date: 08/06/2019

**Reviewed By**

Bill Monroe  
Jesus Amezcua

**Date**

08/01/2019 02:15 PM  
08/06/2019 03:41 PM  
Started On: 08/01/2019 02:08 PM



**Regular Board Meeting**

**7.B.**

**Meeting Date:** August 21, 2019

**Title:** CH Local FY 20

**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

**Additional Resource Personnel:** Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Expenditures which have been previously procured and are expected to aggregate to \$50,000 or more for FY 2020 under Policy CH Local** for various HCDE divisions for an aggregate amount not to exceed \$17,720,420: Butler Business Products, Harris County Appraisal District, Data Recognition Corporation, Versa Creative, Brothers Produce, Childcare Career, LLC., City of Houston Health Department, CV Baytown Joint Venture, Delta-T Group, Inc., Deskot, LLC., Fellowship of Purpose Early Childhood, Hardies Fruit & Vegetables Co., Julie Ann Smith, Kaplan Early Learning Company, KQC Investors, LLC., Labatt Institutional Supply Company/Labatt Food Services, LLC., Milk Products LLC/Borden Dairy Company, Scholastic Library Publishing, Inc., Valley Services, Inc., Zenith Learning (Zenith Premier), Zieben Foundation Properties, City of Houston Water, Construction Masters of Houston, Inc., Dura Pier Facilities Services, LTD, Engie Resources, Inc., ERC Environmental & Construction Services, Inc., Executive Threat Solutions, LLC., Facilities Sources, Gowan, Harris County Treasurer, Highpoint Sanitary Solutions, McGriff Seibels & Williams, Metropolitan Landscape, Texas Political Subdivisions, TXU, Davis Vision, Inc., Execu Team Staffing, LLP, First Financial (Flex Medical), First Financial (Health Savings), Karczewski, Bradshaw, Spalding, Nichols, Lamp, Langlois, Met Life Dental, Metropolitan Life Insurance Company, Public Agency Retirement (PAR), TCG Administrators, Arthur J. Gallagher, The Standard Life Insurance, TRS Active Care (Employee Paid), TRS Active Care (HCDE/State), Unum Dental (Employee Paid), Unum Life Insurance Company of America, Unum Life Insurance Company of America, Data Recognition Corporation, CDW Government, Inc., Comcast Holdings Corporation, PS Lightwave, Inc., Powerschool Group, LLC., Prime Systems, SHI Government Solutions, Inc., Total Technologies, LLC., Unique Digital Technology, Inc., & Verizon Wireless.

**Subject:**

Policy CH Local, Expenditures, FY 2020

**Rationale:**

Policy CH (local): Any single budgeted purchase...that costs \$50,000 or more shall require board approval... The board will be informed of purchases that aggregate to \$50,000 or greater from a single vendor in the absence of prior board approval.

**Fiscal Impact**

**Attachments**

- 6656
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## 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 Construction Masters of Houston, Inc. ("Contractor"), whose main office address is 3908 3rd Street, Pearland, Texas 77581 for Job Order Contracting Services, effective as of August 22, 2019.

### 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 #15/041JN-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 Construction Masters of Houston, Inc. 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 #15/041JN-04, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract #15/041JN-04, 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 #15/041JN-04.

1.8 The term “**Coefficient Multiplier**” means the numerical factor required to be applied pursuant to Contractor’s award under Choice Partners Contract #15/041JN-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) year and shall be effective September 1, 2019 through August 31, 2020. 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 \$100,000.00. 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 or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall



coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

#### X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement:** If required by Owner, Contractor shall provide a certification statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health

Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

**10.6 Differing Site Conditions:** Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**10.7 Investigation by Owner:** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

**10.8 Equitable Adjustment:** No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## **XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK**

**11.1 Contractor Inspection System:** Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

**11.2 Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall be final and conclusive.

**11.3 Non-Conformance:** Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

11.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:

- a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
- b. Terminate the Contractor for default upon seven (7) days written notice.

11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.

11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:

- a. Relieve Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of Owner after acceptance of the complete work.

11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.

11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

11.10 Substantial Completion means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor,

and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

11.12 **Close-Out Documentation:** Contractor shall provide the following as part of the close-out documentation:

- a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
- b. All forms below must be included with the final payment documentation of the project, as applicable:
  - 1) Owner's Manual(s)
  - 2) MSDS
  - 3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
  - 4) Warranties
  - 5) Conditional Lien Release
  - 6) Copies of all applicable permits, licenses, and/or other regulatory documents.
- c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

## **XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL**

12.1 **Preservation:** Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so**, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

12.2 **Existing Improvements:** Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

12.3 **Traffic Control:** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

## **XIII. CLEANING UP AND REFUSE DISPOSAL**

13.1 Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

#### XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty:** In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance:** Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability:** Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

#### XV. PAYMENT

15.1 **Compensation:** Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing,

subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within 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 effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
  - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

## XVII. DEFAULT

17.1 **Termination of Right to Proceed:** If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
  - i. acts of God or of the public enemy,
  - ii. acts of Owner in its contractual capacity,
  - iii. acts of another Contractor in the performance of a written Contract with Owner,
  - iv. fires,

- v. floods,
  - vi. epidemics,
  - vii. quarantine restrictions,
  - viii. strikes,
  - ix. freight embargoes, or
  - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

17.2 **Termination for Default:** In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

17.3 **Effect of Termination:** Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

## **XVIII. CANCELLATION FOR CONFLICT OF INTEREST**

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

## **XIX. INSURANCE**

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.



- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:
- |             |               |
|-------------|---------------|
| \$1,000,000 | Each Accident |
| \$1,000,000 | Policy Limits |
| \$1,000,000 | Each Employee |
- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:
- |  |                                 |
|--|---------------------------------|
| Occurrence / Personal Injury / Advertising / |                                 |
| \$1,000,000 CSL                              | Products / Completed Operations |
| \$2,000,000 CSL                              | Annual Aggregate                |
| \$2,000,000 CSL                              | Products Aggregate              |
| \$1,000,000 CSL                              | Fire, Lightning or Explosion    |
| \$5,000 Per Person                           | Medical Expense                 |
- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:
- |             |                                 |
|-------------|---------------------------------|
| \$1,000,000 | Bodily Injury / Property Damage |
|-------------|---------------------------------|

19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.
- b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less than the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) 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:

Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

## **XX. CHANGES**

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 20.1 above or;
- b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

## **XXI. PAYMENT AND PERFORMANCE BONDS**

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

- (b) Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

## **XXII. PREVAILING WAGE RATES**

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

## **XXIII. MISCELLANEOUS PROVISIONS**

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

23.5 **Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or

otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

23.6 **Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

23.7 **Taxes:** Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

23.8 **Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

23.9 **Severability:** Should any 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.

23.22 **Terrorist Certification:** Contractor 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.

23.23 **Boycott Israel Certification:** If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, 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, but does not include an action made for ordinary business purposes.

#### XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER:  
Harris County Department of Education

Attn: Assistant Superintendent of Business Services  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.2 With Copies to:  
Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.3 If to Contractor:  
Construction Masters of Houston, Inc.  
3908 3rd Street  
Pearland, Texas 77581

## **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 #15/041JN-04, including any addenda thereto;

g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract #15/041JN-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**

By: \_\_\_\_\_  
Name: Jesus Amezcua, PhD, CPA, RTSBA  
Title: Assistant Superintendent of Business Services

\_\_\_\_\_  
Date

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
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 Construction Masters of Houston, Inc. (Job Order Contractor) dated August 22, 2019, and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract #15/041JN-04 and Contractor’s proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract #15/041JN-04. 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: \_\_\_\_\_

\_\_\_\_\_ 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 \$ \_\_\_\_\_. The Date of Commencement is: [ ] the date on which both parties duly execute this Job Order or [ ] will be fixed in a Notice to Proceed issued by the Owner.

3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) \_\_\_\_\_.

4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$ \_\_\_\_\_, as specified in the Job Order Proposal attached hereto as Exhibit 1. Services rendered in accordance with this Job Order shall be funded by \_\_\_\_\_ [funding source(s)]. Payment for services rendered shall be allocated as follows: \_\_\_\_\_% funded by \_\_\_\_\_ [funding source]; and \_\_\_\_\_% funded by \_\_\_\_\_ [additional funding source, if applicable].

5. **Bonding.** Pursuant to Section XXI of the Master Contract, Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000 and shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00.

A Payment Bond [ ] is required, [ ] is not required for this Job Order.

A Performance Bond [ ] is required, [ ] is not required for this Job Order.

6. **Insurance.** Contractor shall provide certificate(s) of insurance as required by Section XIX of the Master Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Master Contract.

7. **Owner’s Authorized Representative.** Owner’s authorized representative for acceptance of any completed Work under this Job Order is: \_\_\_\_\_.

**AUTHORIZED AND ACCEPTED:**

**JOB ORDER CONTRACTOR/CONSTRUCTION MASTERS OF HOUSTON, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

EXHIBIT A: Contractor’s Job Order Proposal, dated \_\_\_\_\_

## 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, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

##### **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	\$16.16
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	\$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 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 / Caseworker	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 floats, 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, winch truck, 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 plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
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.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

## Master Job Order Contract

This Master Job Order Contract ("Contract") is made by and between Harris County Department of Education ("Owner"), a political subdivision of the state of Texas, whose main office address is 6300 Irvington Boulevard, Houston, Texas 77022, and Dura Pier dba Facilities Sources ("Contractor"), whose main office address is 13124 Player St, P.O. Box 35008, Houston, Texas 77045 for Job Order Contracting Services, effective as of August 22, 2019.

### 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 Contracts #15/041JN-07 and #16/054JN-11, and are available to Owner through the Choice Partners purchasing cooperative as permitted by Subchapter I, Chapter 2269 of the Texas Government Code; and

Whereas, Contractor represents that he has the knowledge, ability, skills and resources to provide such job order contracting services in accordance with the terms and requirements of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, intending to be legally bound, hereby agree as follows:

### I. DEFINITIONS

1.1 The term "**Owner**" means the Harris County Department of Education and includes Owner's duly authorized representative, including any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the issuance of Job Order(s) and modifications and assessing progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract.

1.2 The term "**Contractor**" means Dura Pier dba Facilities Sources and includes Contractor's senior manager or its duly authorized representative, including any person specifically authorized to act for Contractor by executing the Contract and any modifications thereto. Contractor's duties include administration of the Contract and performance of the Work.

1.3 The term "**Contract**" as used herein means the documents that form the agreement between Owner and Contractor. The Contract consists of this agreement, including its exhibits and any modifications thereto, any Job Order(s) that may be issued, Choice Partners Contracts #15/041JN-07 and #16/054JN-11, and Contractor's proposals submitted in response to the solicitations issued by HCDE/Choice Partners for Choice Partners Contracts #15/041JN-07 and #16/054JN-11, 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 Contracts #15/041JN-07 and #16/054JN-11.

1.8 The term “**Coefficient Multiplier**” means the numerical factor required to be applied pursuant to Contractor’s award under Choice Partners Contracts #15/041JN-07 and #16/054JN-11 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 September 1, 2019 through August 31, 2020. 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 \$525,000.00. 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 or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall

coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

#### X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement:** If required by Owner, Contractor shall provide a certification statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health

Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

**10.6 Differing Site Conditions:** Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**10.7 Investigation by Owner:** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

**10.8 Equitable Adjustment:** No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## **XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK**

**11.1 Contractor Inspection System:** Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

**11.2 Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall be final and conclusive.

**11.3 Non-Conformance:** Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

11.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:

- a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
- b. Terminate the Contractor for default upon seven (7) days written notice.

11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.

11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:

- a. Relieve Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of Owner after acceptance of the complete work.

11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.

11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

11.10 Substantial Completion means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor,

and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

11.12 **Close-Out Documentation:** Contractor shall provide the following as part of the close-out documentation:

- a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
- b. All forms below must be included with the final payment documentation of the project, as applicable:
  - 1) Owner's Manual(s)
  - 2) MSDS
  - 3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
  - 4) Warranties
  - 5) Conditional Lien Release
  - 6) Copies of all applicable permits, licenses, and/or other regulatory documents.
- c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

## **XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL**

12.1 **Preservation:** Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so**, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

12.2 **Existing Improvements:** Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

12.3 **Traffic Control:** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

## **XIII. CLEANING UP AND REFUSE DISPOSAL**

13.1 Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

#### XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty:** In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance:** Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability:** Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

#### XV. PAYMENT

15.1 **Compensation:** Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing,



subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within 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 effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
  - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

## XVII. DEFAULT

17.1 **Termination of Right to Proceed:** If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
  - i. acts of God or of the public enemy,
  - ii. acts of Owner in its contractual capacity,
  - iii. acts of another Contractor in the performance of a written Contract with Owner,
  - iv. fires,

- v. floods,
  - vi. epidemics,
  - vii. quarantine restrictions,
  - viii. strikes,
  - ix. freight embargoes, or
  - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**17.2 Termination for Default:** In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

**17.3 Effect of Termination:** Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

## **XVIII. CANCELLATION FOR CONFLICT OF INTEREST**

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

## **XIX. INSURANCE**

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:
- |             |               |
|-------------|---------------|
| \$1,000,000 | Each Accident |
| \$1,000,000 | Policy Limits |
| \$1,000,000 | Each Employee |
- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:
- |  |                                 |
|--|---------------------------------|
| Occurrence / Personal Injury / Advertising / |                                 |
| \$1,000,000 CSL                              | Products / Completed Operations |
| \$2,000,000 CSL                              | Annual Aggregate                |
| \$2,000,000 CSL                              | Products Aggregate              |
| \$1,000,000 CSL                              | Fire, Lightning or Explosion    |
| \$5,000 Per Person                           | Medical Expense                 |
- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:
- |             |                                 |
|-------------|---------------------------------|
| \$1,000,000 | Bodily Injury / Property Damage |
|-------------|---------------------------------|

19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.
- b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less than the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) 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:

Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

## **XX. CHANGES**

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 20.1 above or;
- b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

## **XXI. PAYMENT AND PERFORMANCE BONDS**

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

- (b) Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

## **XXII. PREVAILING WAGE RATES**

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

## **XXIII. MISCELLANEOUS PROVISIONS**

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

23.5 **Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or

otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

23.6 **Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

23.7 **Taxes:** Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

23.8 **Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

23.9 **Severability:** Should any 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.

23.22 **Terrorist Certification:** Contractor 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.

23.23 **Boycott Israel Certification:** If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, 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, but does not include an action made for ordinary business purposes.

#### XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER:  
Harris County Department of Education



Attn: Assistant Superintendent of Business Services  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.2 With Copies to:  
Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.3 If to Contractor:  
Dura Pier dba Facilities Sources  
13124 Player Street  
P.O. Box 35008  
Houston, Texas 77045

## **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 Contracts #15/041JN-07 and #16/054JN-11, including any addenda thereto;

g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contracts #15/041JN-07 and #16/054JN-11.

**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: \_\_\_\_\_  
Name: Jesus Amezcua, PhD, CPA, RTSBA  
Title: Assistant Superintendent of Business Services

\_\_\_\_\_  
Date

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

## **ATTACHMENTS**

The following Attachments are incorporated by reference for all purposes:

ATTACHMENT A: Job Order Form  
ATTACHMENT B: Prevailing Wage Rates

**ATTACHMENT A**  
**JOB ORDER**

This Job Order is subject to all terms and conditions of the Master Contract (“Master Contract”) between Harris County Department of Education (Owner) and Dura Pier dba Facilities Sources (Job Order Contractor) dated August 22, 2019 and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract # \_\_\_\_\_ (either #15/041JN-07 or #16/054JN-11) and Contractor’s proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract # \_\_\_\_\_ (either #15/041JN-07 or #16/054JN-11). 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: \_\_\_\_\_

\_\_\_\_\_

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 \$ \_\_\_\_\_. The Date of Commencement is:  the date on which both parties duly execute this Job Order or  will be fixed in a Notice to Proceed issued by the Owner.

3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) \_\_\_\_\_.

4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$ \_\_\_\_\_, as specified in the Job Order Proposal attached hereto as Exhibit 1. Services rendered in accordance with this Job Order shall be funded by \_\_\_\_\_ [funding source(s)]. Payment for services rendered shall be allocated as follows: \_\_\_\_\_% funded by \_\_\_\_\_ [funding source]; and \_\_\_\_\_% funded by \_\_\_\_\_ [additional funding source, if applicable].

5. **Bonding.** Pursuant to Section XXI of the Master Contract, Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000 and shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00.

A Payment Bond  is required,  is not required for this Job Order.

A Performance Bond  is required,  is not required for this Job Order.

6. **Insurance.** Contractor shall provide certificate(s) of insurance as required by Section XIX of the Master Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Master Contract.

7. **Owner’s Authorized Representative.** Owner’s authorized representative for acceptance of any completed Work under this Job Order is: \_\_\_\_\_.

**AUTHORIZED AND ACCEPTED:**

**JOB ORDER CONTRACTOR/DURA PIER DBA FACILITIES SOURCES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

EXHIBIT A: Contractor’s Job Order Proposal, dated \_\_\_\_\_

## 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, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

##### **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	\$16.16
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	\$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 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 / Caseworker	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 floats, 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, winch truck, 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 plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
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.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

## 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 ERC Environmental & Construction Services, Inc. ("Contractor"), whose main office address is 10801 Hammerly Blvd # 100, Houston, Texas 77043 for Job Order Contracting Services, effective as of August 22, 2019.

### 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 Contracts #17/020CG-05 and #15/041JN-06, and are 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 ERC Environmental & Construction Services, Inc. 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 Contracts #17/020CG-05 and #15/041JN-06, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contracts #17/020CG-05 and #15/041JN-06, 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 Contracts #17/020CG-05 and #15/041JN-06.

1.8 The term “**Coefficient Multiplier**” means the numerical factor required to be applied pursuant to Contractor’s award under Choice Partners Contracts #17/020CG-05 and #15/041JN-06 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 September 1, 2019 through August 31, 2020. 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 \$75,000.00. 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 or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall

coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

#### X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement:** If required by Owner, Contractor shall provide a certification statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health

Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

**10.6 Differing Site Conditions:** Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**10.7 Investigation by Owner:** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

**10.8 Equitable Adjustment:** No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## **XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK**

**11.1 Contractor Inspection System:** Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

**11.2 Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall be final and conclusive.

**11.3 Non-Conformance:** Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.



11.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:

- a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
- b. Terminate the Contractor for default upon seven (7) days written notice.

11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.

11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:

- a. Relieve Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of Owner after acceptance of the complete work.

11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.

11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

11.10 Substantial Completion means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor,

and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

11.12 **Close-Out Documentation:** Contractor shall provide the following as part of the close-out documentation:

- a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
- b. All forms below must be included with the final payment documentation of the project, as applicable:
  - 1) Owner's Manual(s)
  - 2) MSDS
  - 3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
  - 4) Warranties
  - 5) Conditional Lien Release
  - 6) Copies of all applicable permits, licenses, and/or other regulatory documents.
- c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

## **XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL**

12.1 **Preservation:** Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so**, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

12.2 **Existing Improvements:** Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

12.3 **Traffic Control:** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

## **XIII. CLEANING UP AND REFUSE DISPOSAL**

13.1 Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

#### XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty:** In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance:** Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability:** Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

#### XV. PAYMENT

15.1 **Compensation:** Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing,

subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within 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 effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
  - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

## XVII. DEFAULT

17.1 **Termination of Right to Proceed:** If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
  - i. acts of God or of the public enemy,
  - ii. acts of Owner in its contractual capacity,
  - iii. acts of another Contractor in the performance of a written Contract with Owner,
  - iv. fires,

- v. floods,
  - vi. epidemics,
  - vii. quarantine restrictions,
  - viii. strikes,
  - ix. freight embargoes, or
  - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**17.2 Termination for Default:** In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

**17.3 Effect of Termination:** Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

## **XVIII. CANCELLATION FOR CONFLICT OF INTEREST**

**18.1** Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

## **XIX. INSURANCE**

**19.1** Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:
- |             |               |
|-------------|---------------|
| \$1,000,000 | Each Accident |
| \$1,000,000 | Policy Limits |
| \$1,000,000 | Each Employee |
- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:
- |  |                                 |
|--|---------------------------------|
| Occurrence / Personal Injury / Advertising / |                                 |
| \$1,000,000 CSL                              | Products / Completed Operations |
| \$2,000,000 CSL                              | Annual Aggregate                |
| \$2,000,000 CSL                              | Products Aggregate              |
| \$1,000,000 CSL                              | Fire, Lightning or Explosion    |
| \$5,000 Per Person                           | Medical Expense                 |
- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:
- |             |                                 |
|-------------|---------------------------------|
| \$1,000,000 | Bodily Injury / Property Damage |
|-------------|---------------------------------|

19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.
- b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less than the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) 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:

Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

## **XX. CHANGES**

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 20.1 above or;
- b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

## **XXI. PAYMENT AND PERFORMANCE BONDS**

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or



- (b) Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

## XXII. PREVAILING WAGE RATES

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

## XXIII. MISCELLANEOUS PROVISIONS

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

23.5 **Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or

otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

23.6 **Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

23.7 **Taxes:** Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

23.8 **Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

23.9 **Severability:** Should any 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.

23.22 **Terrorist Certification:** Contractor 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.

23.23 **Boycott Israel Certification:** If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, 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, but does not include an action made for ordinary business purposes.

#### XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER:  
Harris County Department of Education

Attn: Assistant Superintendent of Business Services  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.2 With Copies to:

Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.3 If to Contractor:

ERC Environmental & Construction Services, Inc.  
10801 Hammerly Blvd # 100  
Houston, Texas 77043

## 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 Contracts #17/020CG-05 and #15/041JN-06, including any addenda thereto;

g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contracts #17/020CG-05 and #15/041JN-06.

**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: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Jesus Amezcua, PhD, CPA, RTSBA  
Title: Assistant Superintendent of Business Services

**CONTRACTOR**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **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 ERC Environmental & Construction Services, Inc. (Job Order Contractor) dated August 22, 2019, and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract # \_\_\_\_\_ (either #17/020CG-05 or #15/041JN-06) and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract # \_\_\_\_\_ (either #17/020CG-05 or #15/041JN-06). 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: \_\_\_\_\_

\_\_\_\_\_

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 \$ \_\_\_\_\_. The Date of Commencement is:  the date on which both parties duly execute this Job Order or  will be fixed in a Notice to Proceed issued by the Owner.

3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) \_\_\_\_\_.

4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$ \_\_\_\_\_, as specified in the Job Order Proposal attached hereto as Exhibit 1. Services rendered in accordance with this Job Order shall be funded by \_\_\_\_\_ [funding source(s)]. Payment for services rendered shall be allocated as follows: \_\_\_\_\_% funded by \_\_\_\_\_ [funding source]; and \_\_\_\_\_% funded by \_\_\_\_\_ [additional funding source, if applicable].

5. **Bonding.** Pursuant to Section XXI of the Master Contract, Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000 and shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00.

A Payment Bond  is required,  is not required for this Job Order.

A Performance Bond  is required,  is not required for this Job Order.

6. **Insurance.** Contractor shall provide certificate(s) of insurance as required by Section XIX of the Master Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Master Contract.

7. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any completed Work under this Job Order is: \_\_\_\_\_.

**AUTHORIZED AND ACCEPTED:**

**JOB ORDER CONTRACTOR/ERC ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

EXHIBIT A: Contractor's Job Order Proposal, dated \_\_\_\_\_

## 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, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

##### **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	\$16.16
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	\$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 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 / Caseworker	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 floats, 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, winch truck, 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 plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
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.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

## 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 Gowan, Inc. ("Contractor"), whose main office address is 5550 Airline Drive, Houston, Texas 77076-4998 for Job Order Contracting Services, effective as of August 22, 2019.

### 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 Contracts #18/060JN-011 and #19/036MR-01, and are 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 Gowan, Inc. 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 Contracts #18/060JN-011 and #19/036MR-01, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contracts #18/060JN-011 and #19/036MR-01, 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 Contracts #18/060JN-011 and #19/036MR-01.

1.8 The term “**Coefficient Multiplier**” means the numerical factor required to be applied pursuant to Contractor’s award under Choice Partners Contracts #18/060JN-011 and #19/036MR-01 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 September 1, 2019 through August 31, 2020. 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 \$200,000.00. 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 or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall

coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

#### X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement:** If required by Owner, Contractor shall provide a certification statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health

Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

**10.6 Differing Site Conditions:** Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**10.7 Investigation by Owner:** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

**10.8 Equitable Adjustment:** No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## **XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK**

**11.1 Contractor Inspection System:** Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

**11.2 Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall be final and conclusive.

**11.3 Non-Conformance:** Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

11.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:

- a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
- b. Terminate the Contractor for default upon seven (7) days written notice.

11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.

11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:

- a. Relieve Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of Owner after acceptance of the complete work.

11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.

11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

11.10 Substantial Completion means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor,

and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

11.12 **Close-Out Documentation:** Contractor shall provide the following as part of the close-out documentation:

- a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
- b. All forms below must be included with the final payment documentation of the project, as applicable:
  - 1) Owner's Manual(s)
  - 2) MSDS
  - 3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
  - 4) Warranties
  - 5) Conditional Lien Release
  - 6) Copies of all applicable permits, licenses, and/or other regulatory documents.
- c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

## **XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL**

12.1 **Preservation:** Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so**, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

12.2 **Existing Improvements:** Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

12.3 **Traffic Control:** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

## **XIII. CLEANING UP AND REFUSE DISPOSAL**

13.1 Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

#### XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty:** In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance:** Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability:** Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

#### XV. PAYMENT

15.1 **Compensation:** Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing,

subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within 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 effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
  - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

## XVII. DEFAULT

17.1 **Termination of Right to Proceed:** If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
  - i. acts of God or of the public enemy,
  - ii. acts of Owner in its contractual capacity,
  - iii. acts of another Contractor in the performance of a written Contract with Owner,
  - iv. fires,



- v. floods,
  - vi. epidemics,
  - vii. quarantine restrictions,
  - viii. strikes,
  - ix. freight embargoes, or
  - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**17.2 Termination for Default:** In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

**17.3 Effect of Termination:** Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

## **XVIII. CANCELLATION FOR CONFLICT OF INTEREST**

**18.1** Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

## **XIX. INSURANCE**

**19.1** Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:
- |             |               |
|-------------|---------------|
| \$1,000,000 | Each Accident |
| \$1,000,000 | Policy Limits |
| \$1,000,000 | Each Employee |
- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:
- |  |                                 |
|--|---------------------------------|
| Occurrence / Personal Injury / Advertising / |                                 |
| \$1,000,000 CSL                              | Products / Completed Operations |
| \$2,000,000 CSL                              | Annual Aggregate                |
| \$2,000,000 CSL                              | Products Aggregate              |
| \$1,000,000 CSL                              | Fire, Lightning or Explosion    |
| \$5,000 Per Person                           | Medical Expense                 |
- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:
- |             |                                 |
|-------------|---------------------------------|
| \$1,000,000 | Bodily Injury / Property Damage |
|-------------|---------------------------------|

19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.
- b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less than the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) 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:

Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

## **XX. CHANGES**

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 20.1 above or;
- b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

## **XXI. PAYMENT AND PERFORMANCE BONDS**

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

- (b) Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

## XXII. PREVAILING WAGE RATES

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

## XXIII. MISCELLANEOUS PROVISIONS

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

23.5 **Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or

otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

23.6 **Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

23.7 **Taxes:** Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

23.8 **Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

23.9 **Severability:** Should any 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.

23.22 **Terrorist Certification:** Contractor 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.

23.23 **Boycott Israel Certification:** If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, 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, but does not include an action made for ordinary business purposes.

#### XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER:  
Harris County Department of Education

Attn: Assistant Superintendent of Business Services  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.2 With Copies to:  
Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.3 If to Contractor:  
Gowan, Inc.  
5550 Airline Drive  
Houston, Texas 77076-4998

## **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 Contracts #18/060JN-011 and #19/036MR-01, including any addenda thereto;

g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract #18/060JN-011 and #19/036MR-01.

**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: \_\_\_\_\_  
Name: Jesus Amezcua, PhD, CPA, RTSBA  
Title: Assistant Superintendent of Business Services  
Date \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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 Gowan, Inc. (Job Order Contractor) dated August 22, 2019, and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract # \_\_\_\_\_ (either #18/060JN-011 or #19/036MR-01) and Contractor’s proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract # \_\_\_\_\_ (either #18/060JN-011 or #19/036MR-01). 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: \_\_\_\_\_

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 \$ \_\_\_\_\_. The Date of Commencement is: [ ] the date on which both parties duly execute this Job Order or [ ] will be fixed in a Notice to Proceed issued by the Owner.

3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) \_\_\_\_\_.

4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$ \_\_\_\_\_, as specified in the Job Order Proposal attached hereto as Exhibit 1. Services rendered in accordance with this Job Order shall be funded by \_\_\_\_\_ [funding source(s)]. Payment for services rendered shall be allocated as follows: \_\_\_\_% funded by \_\_\_\_\_ [funding source]; and \_\_\_\_% funded by \_\_\_\_\_ [additional funding source, if applicable].

5. **Bonding.** Pursuant to Section XXI of the Master Contract, Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000 and shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00.

A Payment Bond [ ] is required, [ ] is not required for this Job Order.

A Performance Bond [ ] is required, [ ] is not required for this Job Order.

6. **Insurance.** Contractor shall provide certificate(s) of insurance as required by Section XIX of the Master Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Master Contract.

7. **Owner’s Authorized Representative.** Owner’s authorized representative for acceptance of any completed Work under this Job Order is: \_\_\_\_\_.

**AUTHORIZED AND ACCEPTED:**

**JOB ORDER CONTRACTOR/GOWAN, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

**OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

EXHIBIT A: Contractor’s Job Order Proposal, dated \_\_\_\_\_

## 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, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

##### **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	\$16.16
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	\$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 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 / Caseworker	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 floats, 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, winch truck, 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 plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
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.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

## 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 High Point Sanitary Solutions ("Contractor"), whose main office address is 10425 Okanella Street #600, Houston, Texas 77041 for Job Order Contracting Services, effective as of August 22, 2019.

### 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 Contracts #18/075KD-07 and #18/007KD-03, and are 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 High Point Sanitary Solutions 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 Contracts #18/075KD-07 and #18/007KD-03, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contracts #18/075KD-07 and #18/007KD-03, 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 Contracts #18/075KD-07 and #18/007KD-03.

1.8 The term “**Coefficient Multiplier**” means the numerical factor required to be applied pursuant to Contractor’s award under Choice Partners Contracts #18/075KD-07 and #18/007KD-03 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 September 1, 2019 through August 31, 2020. 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 \$100,000.00. 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 or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall

coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

#### X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement:** If required by Owner, Contractor shall provide a certification statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health

Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

**10.6 Differing Site Conditions:** Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**10.7 Investigation by Owner:** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

**10.8 Equitable Adjustment:** No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## **XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK**

**11.1 Contractor Inspection System:** Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

**11.2 Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall be final and conclusive.

**11.3 Non-Conformance:** Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

11.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:

- a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
- b. Terminate the Contractor for default upon seven (7) days written notice.

11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.

11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:

- a. Relieve Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of Owner after acceptance of the complete work.

11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.

11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

11.10 Substantial Completion means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor,

and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

11.12 **Close-Out Documentation:** Contractor shall provide the following as part of the close-out documentation:

- a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
- b. All forms below must be included with the final payment documentation of the project, as applicable:
  - 1) Owner's Manual(s)
  - 2) MSDS
  - 3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
  - 4) Warranties
  - 5) Conditional Lien Release
  - 6) Copies of all applicable permits, licenses, and/or other regulatory documents.
- c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

## **XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL**

12.1 **Preservation:** Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so**, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

12.2 **Existing Improvements:** Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

12.3 **Traffic Control:** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

## **XIII. CLEANING UP AND REFUSE DISPOSAL**

13.1 Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.



#### XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty:** In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance:** Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability:** Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

#### XV. PAYMENT

15.1 **Compensation:** Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing,

subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within 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 effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
  - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

## XVII. DEFAULT

17.1 **Termination of Right to Proceed:** If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
  - i. acts of God or of the public enemy,
  - ii. acts of Owner in its contractual capacity,
  - iii. acts of another Contractor in the performance of a written Contract with Owner,
  - iv. fires,

- v. floods,
  - vi. epidemics,
  - vii. quarantine restrictions,
  - viii. strikes,
  - ix. freight embargoes, or
  - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**17.2 Termination for Default:** In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

**17.3 Effect of Termination:** Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

## **XVIII. CANCELLATION FOR CONFLICT OF INTEREST**

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

## **XIX. INSURANCE**

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:
- |             |               |
|-------------|---------------|
| \$1,000,000 | Each Accident |
| \$1,000,000 | Policy Limits |
| \$1,000,000 | Each Employee |
- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:
- |  |                                 |
|--|---------------------------------|
| Occurrence / Personal Injury / Advertising / |                                 |
| \$1,000,000 CSL                              | Products / Completed Operations |
| \$2,000,000 CSL                              | Annual Aggregate                |
| \$2,000,000 CSL                              | Products Aggregate              |
| \$1,000,000 CSL                              | Fire, Lightning or Explosion    |
| \$5,000 Per Person                           | Medical Expense                 |
- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:
- |             |                                 |
|-------------|---------------------------------|
| \$1,000,000 | Bodily Injury / Property Damage |
|-------------|---------------------------------|

19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.
- b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less than the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) 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:

Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

## **XX. CHANGES**

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 20.1 above or;
- b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

## **XXI. PAYMENT AND PERFORMANCE BONDS**

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

- (b) Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

## XXII. PREVAILING WAGE RATES

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

## XXIII. MISCELLANEOUS PROVISIONS

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

23.5 **Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or

otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

23.6 **Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

23.7 **Taxes:** Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

23.8 **Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

23.9 **Severability:** Should any 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.

23.22 **Terrorist Certification:** Contractor 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.

23.23 **Boycott Israel Certification:** If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, 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, but does not include an action made for ordinary business purposes.

#### XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER:  
Harris County Department of Education

Attn: Assistant Superintendent of Business Services  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.2 With Copies to:  
Harris County Department of Education  
Attn: Executive Director of Facilities  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.3 If to Contractor:  
High Point Sanitary Solutions  
10425 Okanella Street #600  
Houston, Texas 77041

## **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 Contracts #18/075KD-07 and #18/007KD-03, including any addenda thereto;

g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract #18/075KD-07 and #18/007KD-03.

**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: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Jesus Amezcua, PhD, CPA, RTSBA  
Title: Assistant Superintendent of Business Services

**CONTRACTOR**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **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 High Point Sanitary Solutions (Job Order Contractor) dated August 22, 2019, and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract #\_\_\_\_\_ (either #18/075KD-07 or #18/007KD-03) and Contractor’s proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract #\_\_\_\_\_ (either #18/075KD-07 or #18/007KD-03). 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: \_\_\_\_\_

\_\_\_\_\_

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 \$\_\_\_\_\_. The Date of Commencement is:  the date on which both parties duly execute this Job Order or  will be fixed in a Notice to Proceed issued by the Owner.

3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) \_\_\_\_\_.

4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$\_\_\_\_\_, as specified in the Job Order Proposal attached hereto as Exhibit 1. Services rendered in accordance with this Job Order shall be funded by \_\_\_\_\_ [funding source(s)]. Payment for services rendered shall be allocated as follows: \_\_\_\_\_% funded by \_\_\_\_\_ [funding source]; and \_\_\_\_\_% funded by \_\_\_\_\_ [additional funding source, if applicable].

5. **Bonding.** Pursuant to Section XXI of the Master Contract, Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000 and shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00.

A Payment Bond  is required,  is not required for this Job Order.

A Performance Bond  is required,  is not required for this Job Order.

6. **Insurance.** Contractor shall provide certificate(s) of insurance as required by Section XIX of the Master Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Master Contract.

7. **Owner’s Authorized Representative.** Owner’s authorized representative for acceptance of any completed Work under this Job Order is: \_\_\_\_\_.

**AUTHORIZED AND ACCEPTED:**

**JOB ORDER CONTRACTOR/HIGH POINT SANITARY SOLUTIONS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

EXHIBIT A: Contractor’s Job Order Proposal, dated \_\_\_\_\_

## 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, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

##### **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	\$16.16
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	\$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 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 / Caseworker	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 floats, 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, winch truck, 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 plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
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.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.



**HARRIS COUNTY DEPARTMENT OF EDUCATION  
CH LOCAL REPORT FOR PAYMENTS OF \$50,000 OR MORE FOR FISCAL YEAR 2019-2020  
August 21, 2019 Board Meeting**

VENDOR NAME	VENDOR NUMBER	CONTRACT TYPE	RECOMMENDED TOTAL CH LOCAL	CONTRACT INFORMATION	Agenda Date
<b>BUSINESS-RELATED</b>					
Butler Business Products	17320	Various RFPs	\$ 300,000	Office Supplies, Furniture, etc Department wide	8/21/2019
Harris County Appraisal District	29680	Per Texas Law/Linebarger	\$ 185,000	HCDE tax appraisals	8/21/2019
<b>Adult Education</b>					
Data Recognition Corporation	88048	Sole Source	\$ 75,000	test booklets	8/21/2019
<b>Communications</b>					
Versa Creative	88047	Service Agreements	\$ 205,000	Media and Creative Services	8/21/2019
<b>HEAD START RELATED</b>					
Brothers Produce	87781	JOB # 19/032TJ	\$ 75,000	Produce for meals	8/21/2019
Childcare Careers, LLC	85300	Job # 18/035KJ	\$ 100,000	Staffing Services for Head Start	8/21/2019
City Of Houston Health Department	32920	Interlocal Lease	\$ 150,000	Head Start Lease for 5th Ward and Compton	8/21/2019
CV Baytown Joint Venture	21860	JOB # 11/010LB	\$ 100,000	Head Start Lease for Baytown	8/21/2019
Delta-T Group Inc	87765	JOB # 17/017LB	\$ 75,000	Head Start Temporary Staffing	8/21/2019
Deskot, LLC	87246	JOB # 16/014YR	\$ 125,000	Headstart Childcare Partnership	8/21/2019
Fellowship of Purpose Early Childhood	87181	JOB # 15/051YR	\$ 100,000	Service Agreement	8/21/2019
Hardies Fruit & Vegetable Co	86933	JOB # 15/022TJ-03	\$ 100,000	Head Start meals	8/21/2019
Julie Ann Smith	52846	JOB # 15/056KJ	\$ 75,000	Service Agreement	8/21/2019
Kaplan Early Learning Company	35683	JOB # 18/0258KC	\$ 175,000	Educational Supplies	8/21/2019
KQC Investors, LLC	83870	JOB # 15/064YR	\$ 1,500,000	Head Start Lease for Channelview and Sheffield	8/21/2019
Labatt Institutional Supply Company/Labatt Food Services LLC	86944	JOB # 16/029TJ-03	\$ 425,000	Head Start meals	8/21/2019
Milk Products LLC/Borden Dairy Company	16155	JOB # 17/023TJ	\$ 100,000	Dairy for Head Start	8/21/2019
Scholastic Library Publishing, Inc	88307	JOB # 15/035KC-13	\$ 250,000	Read & Rise Literacy Program & various	8/21/2019
Valley Services Inc	87705	JOB # 17/003YR	\$ 80,000	Head Start meals	8/21/2019
Zenith Learning (Zenith Premier)	87916	JOB # 17/017LB	\$ 350,000	Head Start Temporary Staffing	8/21/2019
Zieben Foundation Properties	64845	JOB # 12/041LB	\$ 75,000	Head Start Lease for Coolwood	8/21/2019

		Page 2 of 3					
<b>FACILITIES</b>							
City Of Houston Water	80591	Utilities		\$	75,000	Utilities: Water	8/21/2019
Construction Masters of Houston, Inc	86791	JOB # 15/041JN-04		\$	100,000	Construction	
Dura Pier dba Facilities Sources	82491	JOB # 16/054JN-11		\$	525,000	Facilities services	8/21/2019
Engle Resources, Inc	87392	Utilities		\$	475,000	Service Agreement	8/21/2019
ERC Environmental & Const Serv Inc	87401	JOB # 17/020CG-05 and 15/041JN-06		\$	75,000	Service Agreement	8/21/2019
Executive Threat Solutions, LLC	85264	JOB # 16/060CG		\$	250,000	Security Services	8/21/2019
Gowan	85932	JON # 18/060JN and 19/036MIR-01		\$	200,000	Various Projects	8/21/2019
Harris County Treasurer	29925	Security Service		\$	500,000	Security Service	8/21/2019
High Point Sanitary Solutions	31325	JOB # 18/075KD-07 and 18/007KD-03		\$	100,000	Custodial Supplies	8/21/2019
McGriff Seibels & Williams	39976	JOB # 17/002LB		\$	350,000	HCDE Insurance	8/21/2019
Metropolitan Landscape	82060	JOB # 15/023JN		\$	250,000	Landscaping	8/21/2019
Texas Political Subdivisions	58844	Insurance		\$	125,000	Liability	8/22/2019
TXU	88303	JOB# 16/052JN		\$	700,000	Electricity Provider	8/21/2019

<b>HUMAN RESOURCES - RELATED</b>							
Davis Vision, Inc	86779	TCPN R13701		\$	75,000	Employee Contributions VISION PLAN	8/21/2019
Execu Team Staffing, LLP	86181	JOB # 17/045KJ		\$	125,000	Staffing Service	8/21/2019
First Financial - Flex Medical	87558	Interlocal		\$	250,000	Employee Contributions	8/21/2019
First Financial - Health Savings	87558	Interlocal		\$	85,000	Employee Contributions	8/21/2019
Karczewski, Bradshaw, Spalding, Nichols, Lamp, Langlois	87975	Ch. 2254 Local Gov't Code		\$	500,000	Legal Services for HCDE	8/21/2019
Met Life Dental - Employee Paid	84036	TCPN R13701		\$	52,000	Employee Contributions	8/21/2019
Metropolitan Life Insurance Company	82248			\$	100,000		8/21/2019
Public Agency Retirement (PAR)	60818	Retirement Alternative Plan		\$	360,000	Retiree Alternative Retirement Plan Payment	8/21/2019
TCG Administrators - 403(b) Retirement Savings	n/a	JOB# 15/021KC-04		\$	375,000	Employee Contributions	8/21/2019
TCG Administrators - 457 Retirement Savings	n/a	JOB# 15/021KC-04		\$	225,000	Employee Contributions	8/21/2019
Arthur J Gallagher	87377	JOB# 16/038LB		\$	394,944	Workers' Compensation	8/21/2019
The Standard Life Insur. - Disability, Employee Paid	81820	TCPN R13701		\$	180,000	Employee Contributions	8/21/2019
TRS Active Care - Employee Paid	n/a	Insurance		\$	1,402,476	Employee Contributions	8/21/2019
TRS Active Care - HCDE/State	n/a	Insurance		\$	2,767,000	HCDE portion	8/21/2019
Unum Dental - Employee Paid	87696	Insurance		\$	204,000	Employee Contributions	8/21/2019
Unum Life Insurance Co of America	87696	Insurance		\$	200,000		8/21/2019
Unum Life Insurance Co Of America	39630	Insurance		\$	155,000	Life Insurance	8/21/2019

<b>SCHOOLS</b>		88048	Sole Source	\$ 75,000	Test Booklets	8/21/2019
Data Recognition Corporation						
<b>TECHNOLOGY-RELATED</b>						
CDW Government, Inc	18165	JOB # 18/056KD	\$	600,000	Technology Equipment/Supplies	8/22/2019
Comcast Holdings Corporation	88084	JOB# 18/0016416	\$	100,000	Internet and phone service	8/21/2019
PS Lightwave Inc.	86862	JOB# 15/006MP	\$	175,000	E-rate Ethernet Circuits	8/21/2019
Powerschool Group, LLC	87278	Sole Source	\$	100,000	eFinance upgrade and Support Maintenance	8/21/2019
Prime Systems	81790	JOB# 17/026KH	\$	75,000	Temporary Staffing	8/21/2019
SHI Government Solutions Inc	52199	JOB # 18/056KD	\$	400,000	Technology Equipment, Software, Services and Supplies	8/21/2019
Total Technologies LLC	82358	JOB # 17/026KJ	\$	75,000	Technology Equipment/Supplies	8/20/2019
Unique Digital Technology Inc	83410	JOB # 17/026KJ	\$	100,000	Technology Equipment/Supplies	8/21/2019
Verizon Wireless	61927	GSA Contract	\$	225,000	Cell Phone Service	8/21/2019

<b>Total</b>	<b>\$ 17,720,420</b>
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**Regular Board Meeting**

7.C.

<b>Meeting Date:</b>	August 21, 2019		
<b>Title:</b>	RFQ 19/049YR Engineering Services for HCDE		
<b>Submitted For:</b>	Bill Monroe, Purchasing	<b>Submitted By:</b>	Yaritza Roman
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs
<b>Additional Resource Personnel:</b>	Rich Vela, Dr. Jesus Amezcua, Joe Carreon, Bill Monroe, Yaritza Roman	<b>Facilities/Technology Approval Needed?:</b>	

**Information**

**Posted Agenda Item:**

**Consider approval of RFQ 19/049YR Engineering Services, for a pool of engineers to be contracted as needed by both Harris County Department of Education and the Public Facilities Corporation (PFC) of Harris County Department of Education.** The pool consists of the following vendors: A & E Structural Engenuity; Alpha Testing; ARMKO Industries, Inc.; ASA Dally, Inc. Structural Engineers; Asakura Robinson; DBR Engineering Consultants, Inc.; DIG Engineers (LEAF Engineers); Doucet & Associates, Inc.; Estes, McClure & Associates, Inc.; Gradient Group, LLC; HTS, Inc. Consultants; Hunton Services; Infrastructure Associates, Inc.; Johnston, LLC; Kimley-Hornand Associates, Inc.; LTY Engineers; Matrix Structural Engineers; Price Consulting, Inc.; Raba Kister; Rice & Gardner Consultants, Inc.; SSCI Environmental; and Terracon Consultants, Inc.

**Subject:**

RFQ for Engineering Services

**Rationale:**

Consider approval of RFQ 19/049YR Engineering Services, for a pool of engineers to be contracted as needed by both Harris County Department of Education and the Public Facilities Corporation (PFC) of Harris County Department of Education. Competitive bids shall not be solicited for professional services of any architect... (or) professional engineer... Contracts for these professional services shall be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. ( Gov't Code 2254.002, .003(a))

In procuring architectural, (or) engineering...services, a district shall:

1. First select the most highly qualified provider on the basis of demonstrated competence and qualifications; and
2. Then attempt to negotiate a contract with that provider at a fair and reasonable price.  
(Gov't Code 2254.004)

This RFQ was issued to acquire a pool of engineers to be contracted as needed. A total of two hundred ninety-five (295) invitations to propose were sent to potential engineering vendors of which twenty-two (22) responses were received. Twenty-two (22) engineers were chosen, based on qualifications and demonstrated competence. The RFQ allows for a contract period of five years subject to budget annual appropriations. Contracts will be negotiated as needed, both by HCDE and the Public Facilities Corporation (PFC) of Harris County Department of Education.

The following vendors were selected for further consideration:

- A& E Structural Engenuity
- Alpha Testing
- ARMKO Industries, Inc.
- ASA Dally, Inc. Structural Engineers

- Asakura Robinson
- DBR Engineering Consultants, Inc.
- DIG Engineers (LEAF Engineers)
- Doucet & Associates, Inc.
- Estes, McClure & Associates, Inc.
- Gradient Group, LLC
- HTS, Inc. Consultants
- Hunton Services
- Infrastructure Associates, Inc.
- Johnston, LLC
- Kimley-Hornand Associates, Inc.
- LTY Engineers
- Matrix Structural Engineers
- Price Consulting, Inc.
- Raba Kister
- Rice & Gardner Consultants, Inc.
- SSCI Environmental
- Terracon Consultants, Inc.

Contract is in accordance with Government Code 2254 (Procuring Professional Services).

**Fiscal Impact**

**Attachments**

- Evaluation Summary Report
- EC Form
- Board Recommendation Form
- Participation Report

**Form Review**

**Inbox**

Purchasing  
 Assistant Superintendent - Business  
 Form Started By: Yaritza Roman  
 Final Approval Date: 08/06/2019

**Reviewed By**

Bill Monroe  
 Jesus Amezcua

**Date**

07/25/2019 10:57 AM  
 08/06/2019 03:39 PM  
 Started On: 07/24/2019 07:58 AM

**RFQ 19/049YR Engineering Services for Harris County Department of Education  
Evaluation Summary**

<b>Evaluation Criteria</b>	<b>Total Weighted Value</b>	<b>A &amp; E Structural Engenuity</b>	<b>Alpha Testing</b>	<b>ARMKO Industries, Inc.</b>	<b>ASA Dally, Inc. Structural Engineers</b>	<b>Asakura Robinson</b>	<b>DBR Engineering Consultants, Inc.</b>	<b>DIG Engineers (LEAF Engineers)</b>
Presentation of Statement of Qualifications/Response to RFQ	20	19.67	20.00	20.00	20.00	20.00	20.00	20.00
Past Relevant Performance of Professional Services	25	24.00	24.00	24.00	25.00	21.67	24.00	24.00
Reputation of Vendor and of Vendor's goods and/or services (including references)	25	10.67	21.67	23.33	25.00	16.67	18.33	11.67
Firm's proposed personnel/team, certifications, and qualifications	25	25.00	25.00	25.00	25.00	25.00	23.33	25.00
Financial/Management Strength	5	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<b>Total Average</b>	<b>100</b>	<b>84.33</b>	<b>95.67</b>	<b>97.33</b>	<b>100.00</b>	<b>88.33</b>	<b>90.67</b>	<b>85.67</b>
		<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>

**RFQ 19/049YR Engineering Services for Harris County Department of Education  
Evaluation Summary**

<b>Evaluation Criteria</b>	<b>Total Weighted Value</b>	<b>Doucet &amp; Associates, Inc.</b>	<b>Estes, McClure &amp; Associates, Inc.</b>	<b>Gradient Group, LLC</b>	<b>HTS, Inc. Consultants</b>	<b>Hunton Services</b>	<b>Infrastructure Associates, Inc.</b>	<b>Johnston, LLC</b>
Presentation of Statement of Qualifications/Response to RFQ	20	20.00	20.00	20.00	20.00	20.00	19.33	18.33
Past Relevant Performance of Professional Services	25	25.00	21.67	23.33	24.00	23.33	23.33	23.33
Reputation of Vendor and of Vendor's goods and/or services (including references)	25	25.00	13.33	13.33	25.00	25.00	25.00	25.00
Firm's proposed personnel/team, certifications, and qualifications	25	25.00	25.00	25.00	25.00	25.00	23.33	25.00
Financial/Management Strength	5	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<b>Total Average</b>	<b>100</b>	<b>100.00</b>	<b>85.00</b>	<b>86.67</b>	<b>99.00</b>	<b>98.33</b>	<b>96.00</b>	<b>96.67</b>
		<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>

RFQ 19/049YR Engineering Services for Harris County Department of Education  
Evaluation Summary

Evaluation Criteria	Total Weighted Value	Kimley-Horn and Associates, Inc.	LTY Engineers	Matrix Structural Engineers	Price Consulting, Inc.	Raba Kister	Rice & Gardner Consultants, Inc.	SSCI Environmental	Terracon Consultants, Inc.
Presentation of Statement of Qualifications/Response to RFQ	20	20.00	20.00	20.00	20.00	20.00	20.00	18.33	20.00
Past Relevant Performance of Professional Services	25	24.00	20.00	23.33	23.33	22.33	25.00	21.67	25.00
Reputation of Vendor and of Vendor's goods and/or services (including references)	25	25.00	25.00	16.67	16.67	25.00	25.00	25.00	25.00
Firm's proposed personnel/team, certifications, and qualifications	25	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
Financial/Management Strength	5	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<b>Total Average</b>	<b>100</b>	<b>99.00</b>	<b>95.00</b>	<b>90.00</b>	<b>90.00</b>	<b>97.33</b>	<b>100.00</b>	<b>95.00</b>	<b>100.00</b>
		<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>





**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]

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To: Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, Assistant Supt. for Business

From: Yaritza Román – Contract Manager

Job- Bid or RFQ# and Name: 19/049YR Engineering Services for HCDE

Board Meeting Date: August 21, 2019

Date: July 11, 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 or RFQ) 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 RFQ) 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 RFQs) prepared by all buyers and Director)



**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]

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**To: Purchasing Division**  
**From: Recommendation Committee**

**Joe Carreon**  
**John Prestigiacomio**  
**Javier Lara**  
**Yaritza Roman**

Job (Bid or RFQ#) and Name: 19/049YR  
Engineering Services for HCDE

Board Meeting Date: August 21, 2019

Date: July 11, 2019

**Procurement Requirements Available:**

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)  
 From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)  
 Over \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid or RFQ) 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 and RFQs) prepared by all Buyers & Director)

**Justification:**

Job no. 19/049YR

This RFQ was advertised to acquire a pool of engineers to be contracted as needed.

**Invitation to propose was sent to two hundred ninety-five (295) vendors.**

**HCDE received twenty-two (22) responses.**

# Harris County Department of Education

## Participation Detail as of 7/24/2019 08:08:28 AM (CT)

### Bid Information

Bid Creator Yaritza Roman  
 Email yroman@hcde-texas.org  
 Phone (713) 696-8212  
 Fax  
  
 Bid Number 19/049YR Addendum 1  
 Title Engineering Services for Harris County Department of Education  
 Bid Type Request for Qualifications  
 Issue Date 5/24/2019 03:11 PM (CT)  
 Close Date 6/11/2019 02:00:00 PM (CT)

### Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
2rw Consultants Inc	Charlottesville, VA	05/24/2019			
360TXC, LLC	Austin, TX	05/24/2019			
365 Paving & Construction LLC	Mission, TX	05/24/2019			
A Light Construction	Dallas, TX	05/24/2019			
A Status Construction LLC	Houston, TX	05/24/2019			
A.T. Kearney	Chicago, IL	05/24/2019			
A/W Mechanical Services, LP	Houston, TX	05/24/2019			
AAA Painting	Houston, TX	05/24/2019			
Abraxas Energy Consulting	San Luis Obispo, CA	05/24/2019			
ACS Engineering & Safety	Spring, TX	05/24/2019			
Acumen Enterprises, Inc.	Desoto, TX	05/24/2019			
AG&E Structural Engenuity (AG&E Associates, PLLC)	Addison, TX	05/24/2019	Submitted	06/10/2019	06/10/2019
Aha Education, LLC	Houston, TX	05/24/2019	Viewed	06/03/2019	
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	05/24/2019			
Alliance Tank Service (ATS Group, LLC)	Cushing, OK	05/24/2019			
All-Terra Engineering, Inc (All-Terra Materials Testing, Inc)	Houston, TX	05/24/2019			
ALPHA Facilities Solutions	San Antonio, TX		Viewed	06/04/2019	
Alpha Testing, Inc.	Dallas, TX	05/24/2019	Submitted	06/11/2019	06/11/2019
Al-Raza Computing Services (Al-Razaq Computing Services)	Houston, TX, TX	05/24/2019			
Ameresco, Inc.	Dallas, TX	05/24/2019			
Amplified Solutions	Houston, TX	05/24/2019	Viewed	06/03/2019	
Aogo Tech Services	Richmond, TX	05/24/2019			
APEX Consulting group	Houston, TX	05/24/2019			
ardurra group	houston, TX	05/24/2019			
ARMKO Industries Inc	Flower Mound, TX		Submitted	06/11/2019	06/11/2019
Arup	Los Angeles, CA	05/24/2019			
ASA Builders, Inc	pasadena, TX	05/24/2019			
ASA Dally, Inc. Structural Engineers (ASA Dally, Inc.)	Houston, TX	05/24/2019	Submitted	06/11/2019	06/11/2019
Asakura Robinson	Houston, TX		Submitted	06/11/2019	06/11/2019
Atlas Civil Engineering PLLC	Houston, TX	05/24/2019			
ATR Engineering	Houston, TX	05/24/2019			
ATSER (ATSER Systems, Inc.)	Houston, TX	05/24/2019			
ATSER, LP	Houston, TX	05/24/2019			
AtWork Personnal Svices (Aceda Solutions)	Houston, TX	05/24/2019			
ATX Fence Supply	Buda, TX	05/24/2019			
Aviles Engineering Corporation	Houston, TX	05/24/2019	Viewed	05/30/2019	
B2Z Engineering, LLC (Aisha Gonzalez)	Mission, TX	05/24/2019			
Bauer Sport Floors, Inc.	Houston, TX	05/24/2019			
BDK And Associates LLC	Colleyville, TX	05/24/2019			
BEASLEY TIRE SERVICE, INC	HOUSTON, TX	05/24/2019			

Bee (Nodal Partners)	Austin, TX	05/24/2019			
BEK Co.	Missouri City, TX	05/24/2019			
Belknap Concrete	Houston, TX	05/24/2019			
Belknap Plumbing Systems, Inc.	Houston, TX	05/24/2019			
Bernhard (Bernhard MCC LLC)	Houston, TX	05/24/2019			
Blackland Glass & Construction	Greenville, TX	05/24/2019			
Hobcat Plumbing	Houston, TX	05/24/2019			
Bocci Engineering, LLC	Cypress, TX	05/24/2019			
Boyer, Inc.	Houston, TX	05/24/2019			
Brazos Valley Contractors Assoc	BRYAN, TX	05/24/2019	Viewed	05/30/2019	
Brierley Associates	Austin, TX	05/24/2019			
Bright Side Construction and Pressure Washing	Houston, TX	05/24/2019			
Britain Electric	Houston, TX	05/24/2019			
Brown and Root Industrial Services, LLC	Houston, TX	05/24/2019			
BTM SOLUTIONS LLC	Spring, TX	05/24/2019			
Building Tech Team, LLC	Von Ormy, TX	05/24/2019			
C A D BY DESIGN	San Antonio, TX	05/24/2019			
C&B ELECTRIC & A/C SERVICES	McAllen, TX	05/24/2019			
C1S Group, Inc.	Dallas, TX	05/24/2019			
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX		No Bid	06/05/2019	06/05/2019
Campos Engineering, Inc.	Dallas, TX	05/24/2019	Viewed	05/31/2019	
CC Distributors, Inc.	Corpus Christi, TX		Viewed	06/07/2019	
CDM Contracting Services	Brownsville, TX	05/24/2019			
CDR Maguire, Inc.	Miami, FL	05/24/2019			
Centennial Contractors Enterprises, Inc.	Houston, LA	05/24/2019			
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	05/24/2019			
Chavez Service Companies, Inc. (.)	Houston, TX	05/24/2019			
Cherry House Moving	Houston, TX	05/24/2019			
Child Care Associates	FORT WORTH, TX	05/24/2019			
CivilTech Engineering, Inc.	Cypress, TX	05/24/2019			
Comflow Mechanical Services	Houston, TX	05/24/2019			
Comfort Systems USA - South Central	Houston, TX	05/24/2019			
Complete Companies Inc	Salisbury, NH	05/24/2019			
Complete Electrical Services of Texas, Inc.	Seabrook, TX	05/24/2019			
Comp-Utility Corporation	Austin, TX	05/24/2019			
ConEdison Solutions (Consolidated Edison, Inc.)	New York, NY	05/24/2019			
Constructconnect	cincinnati, GA	05/24/2019	Viewed	05/31/2019	
Construction Bid Source	Felton, CA	05/24/2019			
Construction Diversity Group	Houston, TX	05/24/2019			
Construction Journal	Stuart, FL	05/24/2019	Viewed	05/31/2019	
Continuum Restoration Services, LLC	Lafayette, LA	05/24/2019			
CORE construction services of Texas, Inc.	Frisco, TX	05/24/2019			
Corporate Plus (Corporate Plus, Ltd.)	Norcross, GA	05/24/2019			
Corporate Vision Inc	Douglasville, GA	05/24/2019			
Costello, Inc.	Houston, TX	05/24/2019			
Cotton Commercial USA	Katy, TX	05/24/2019			
CRX inc	Houston, TX	05/24/2019			
CSJ Group	Edinburg, TX	05/24/2019			
CVAL Innovations (CVAL Innovations LLC)	Irving, TX	05/24/2019			
CX2, Inc. (CX2)	Houston, TX	05/24/2019	No Bid	05/30/2019	05/30/2019
DAE & Associates, LTD dba Geotech Engineering and Testing	Houston, TX	05/24/2019			
DataCom Design Group	Austin, TX	05/24/2019			
DBR Engineering Consultants, Inc.	Houston, TX	05/24/2019	Submitted	06/11/2019	06/11/2019
Dean E. Norris, Inc.	Wichita, KS	05/24/2019			
Debbie J. Anders Consulting	Cypress, TX	05/24/2019			
DEMS,LLC	Houston, TX	05/24/2019			
DIG Engineers	Houston, TX	05/24/2019	Submitted	06/11/2019	06/11/2019
Ditch Witch of Houston	Houston, TX	05/24/2019			
Diverse Consulting Enterprises, Inc.	HOUSTON, TX	05/24/2019			
Doucet & Associates, Inc.	Austin, TX	05/24/2019	Submitted	06/11/2019	06/11/2019
DroneView Technologies	Bloomfield Hills, MI	05/24/2019			
Drymalla Construction Company	Columbus, TX	05/24/2019			
E & J Energy Solutions	The Woodlands, TX	05/24/2019			
Eaton (Eaton Corporation)	Cleveland, OH	05/24/2019			
ECM International, Inc.	El Paso, TX	05/24/2019			

Education Partners Solution, Inc.	Sugar Land, TX	05/24/2019			
Edwards Energy Environmental & Waste Management	Kingwood, TX	05/24/2019	Viewed	06/03/2019	
EIKON Consultant Group, LLC	Sanger, TX	05/24/2019			
Elite One Construction Group	Terrell, TX	05/24/2019			
ELZARN Engineering	Humble, TX	05/24/2019			
ENTRAM CORP	PORT CHARLOTTE, FL		Viewed	05/31/2019	
ERC Environmental & Construction Services, Inc.	Houston, TX	05/24/2019	Viewed	05/31/2019	
Estes, McClure & Associates, Inc.	Tyler, TX	05/24/2019	Submitted	06/10/2019	06/10/2019
Evolve Holdings Inc	Houston, TX	05/24/2019	Viewed	06/03/2019	
ExerPlay, Inc	Cedar Crest, NM	05/24/2019			
FERN Environmental LLC	Houston, TX	05/24/2019			
FRS Trenchcore	cypress, TX	05/24/2019			
General Sports Surfaces LLC	Fort Worth, TX	05/24/2019			
Generocity Services Inc.	Friendswood, TX	05/24/2019			
GeoSolutions, Inc. (Southwest GeoSolutions, Inc.)	Austin, TX	05/24/2019			
Global Safety Solutions	Deer Park, TX	05/24/2019			
Gradient Group, LLC	Houston, TX	05/24/2019	Submitted	06/10/2019	06/10/2019
Grassroots Construction & Maintenance LLC	Houston, TX	05/24/2019			
Green Site, LLC	Elkridge, MD	05/24/2019			
Greywater Holding LLC dba X8 Environmental	LUBBOCK, TX	05/24/2019	Viewed	05/31/2019	
Groundbreaker Construction	Houston, TX	05/24/2019			
GSI Highway	Dallas, TX	05/24/2019			
H4 Architects and Engineers (H4 Architects and Engineers, LLC)	Spring, TX	05/24/2019			
Hendee Enterprises, Inc.	Houston, TX	05/24/2019			
HENECO ENGINEERING AND CONSULTING	Houston, TX	05/24/2019			
HJD Capital Electric, Inc.	San Antonio, TX	05/24/2019			
Hoensty Environmental Services	Houston, TX	05/24/2019			
Holtz/Adams Construction and Consulting, LLC	Universal City, TX	05/24/2019			
Honesty Construction Group (HCG Management LLC)	Manvel, TX	05/24/2019			
Hooper Strategies	Granbury, TX	05/24/2019			
Hou-Tex Glass & Mirror Co (Hou Tex Newnom Inc.)	Houston, TX	05/24/2019			
HTS, Inc. Consultants	Houston, TX		Submitted	06/11/2019	06/11/2019
Hunton Services (HVAC Mechanical Services of Texas LTD)	Houston, TX	05/24/2019	Submitted	06/11/2019	06/11/2019
ICC Thermal Mapping and Data Analytcs (Infrared Concepts Corporation)	Maitland, FL	05/24/2019			
Imbue Cleaning Solutions	Augusta, GA	05/24/2019			
IMS	San Diego, CA	05/24/2019			
Infrastructure Associates, Inc.	Houston, TX		Submitted	06/11/2019	06/11/2019
iSqFt® and Houston AGC plan room	Houston, TX	05/24/2019			
iTech Solutions (iTech Enterprises)	houston, TX		Viewed	06/06/2019	
J2 General, LLC	Cedar Park, TX	05/24/2019			
Jamail & Smith Construction, LP	Houston, TX	05/24/2019	Viewed	06/03/2019	
JAX CONSTRUCTION	MISSION, TX	05/24/2019			
Jaymark Engineering Corporation	Spring, TX	05/24/2019			
JBRI Construction Services, LLC	Pinehurst, TX	05/24/2019			
JC Stonewall Constructors, LP	Houston, TX	05/24/2019			
JERICO FOUNDATION REPAIR	HOUSTON, TX	05/24/2019			
JESCO Environmental & Geotechnical Services	Jennings, LA	05/24/2019			
Johnston Federal Services	Houston, TX	05/24/2019			
Johnston, LLC	Houston, TX	05/24/2019	Submitted	06/11/2019	06/11/2019
Jon M. Warren, LLC	Decatur, TX	05/24/2019			
Jones Lang LaSalle (JLL)	Houston, TX	05/24/2019			
JUST CONSTRUCTION	Houston, TX	05/24/2019			
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	05/24/2019			
Kenall, Inc,	Houston, TX		Viewed	06/11/2019	
KESPE, LLC	San Antonio, TX	05/24/2019	Viewed	06/03/2019	
KIKO Construction (KIKOCon, Inc.)	Harlingen, TX	05/24/2019			
Kimley-Horn and Associates, Inc.	Houston, PA		Submitted	06/11/2019	06/11/2019
Kline Technical Consulting, LLC	Austin, TX	05/24/2019			
Kriston Construction Company Inc	Beaumont, TX	05/24/2019			
L&S Associates, LLC	Montgomery, TX	05/24/2019			

La Capra Associates, Inc.	Boston, MA	05/24/2019			
LangtonEnergy Engineering Services, LLC	Montgomery, TX	05/24/2019	Viewed	05/30/2019	
LaTx Construction Services	Houston, TX	05/24/2019			
Launch Point CDC, Inc.	Houston, TX	05/24/2019			
LBNM Corporation	Richmond, TX	05/24/2019			
LCTAB, LLC	Houston, TX	05/24/2019	Viewed	06/10/2019	
Learn, Play and Discover Academy	Crosby, TX	05/24/2019			
Lessman Roofing and Sheet Meda	Conroe, TX	05/24/2019			
Lighthouse Construction, LLC	Burnet, TX	05/24/2019	Viewed	05/31/2019	
Lime Energy (Texas Energy Products Inc)	Elk Grove Village, IL	05/24/2019			
Logistical Concepts LLC	Humble, TX	05/24/2019			
LongCrete (Longhill Group, Inc.)	Argyle, TX	05/24/2019			
Lowe's Companies Inc	Mooresville, NC	05/24/2019			
L-Sync, LLC	Grand Prairie, TX	05/24/2019			
LTU Engineers (Lee Truong & Yu Engineers, PLLC)	Houston, TX		Submitted	06/11/2019	06/11/2019
Luchazie Construction (Luchazie General Store and Restaurant dba Luchazie Construction)	San Diego, TX	05/24/2019			
Lunsford Illuminations Inc.	Lubbock, TX	05/24/2019			
MAF ENTERPRISES, INC.	HOUSTON, TX	05/24/2019			
MAGIC ONE SERVICES LLC	Spring, TX	05/24/2019			
Maintenance Design Group	Katy, TX	05/24/2019			
Majestik Industries, L.L.C.	Humble, TX	05/24/2019			
Mammoth Services, LLC	Houston, TX	05/24/2019			
Marles enerprises, LLC	South Portland, ME	05/24/2019			
Marseal Group	Roanoke, TX		Viewed	06/03/2019	
Marshall Engineering Corporation	Humble, TX	05/24/2019			
Martinez Architects, LLC (RM Architects, LLC)	Houston, TX	05/24/2019			
Matrix Structural Engineers	Houston, TX	05/24/2019	Submitted	06/10/2019	06/10/2019
McGraw-Hill Construction /Dodge Reports	Arlington, TX	05/24/2019			
McGriff Seibels and willams	Houston, TX	05/24/2019			
McKinstry (McKinstry Essention, Inc.)	Dallas, TX	05/24/2019			
McMac Commissioning Services, LLC.	Houston, TX		Viewed	06/10/2019	
MCS Enterprises	Houston, TX	05/24/2019			
McVey Paint & Wallcovering, Inc.	Magnolia, TX	05/24/2019			
Miracle Method of Austin (Nartor Associates Inc)	Austin, TX	05/24/2019			
MMS-TX GROUP, LLC	PORTER, TX	05/24/2019			
MODULAR SOLUTIONS, LTD	PHOENIX, AZ	05/24/2019			
Mougeot Architecture, LLC	BATON ROUGE, LA	05/24/2019			
MPACT STRATEGIC CONSULTING, LLC	Houston, TX	05/24/2019			
MRI of Dallas Parkway, LLC	Plano, TX	05/24/2019			
Myron Mcdowell Construction	Dayton, TX	05/24/2019			
NAH Sports Flooring, LLC	Houston, TX	05/24/2019			
National Precisionaire, LLC	HOUSTON, TX	05/24/2019			
Neumeric Technologies Corporation	Westerville, OH	05/24/2019			
NuPower Systems & Services	Houston, TX	05/24/2019			
OGM SUPPLY LLC	Houston, TX	05/24/2019			
Omega Engineers, Inc.	Houston, TX	05/24/2019			
Omega Roofing & Construction	Houston, TX	05/24/2019			
OnePoint, Inc.	Houston, TX	05/24/2019			
OpTerra Energy Services, Inc.	Overland Park, KS	05/24/2019			
Palacios Marine & Industrial Coatings, Inc.	Palacios, TX	05/24/2019			
Pape-Dawson Engineers	Houston, TX		Viewed	05/31/2019	
Performance Services, Inc.	Dallas, TX	05/24/2019			
Petro Progressive Services	THE WOODLANDS, TX	05/24/2019			
Phoenix Architectural Products, Inc.	Smyrna, GA	05/24/2019			
PIC Printing	Fort Worth, TX	05/24/2019			
Pick Two Interprise,LLC	Crosby, TX	05/24/2019			
PMG PROJECT MANAGEMENT GROUP, LLC	Houston, TX	05/24/2019			
Post L Group, LLC	Fort Worth, TX	05/24/2019			
Precision Management Solution Inc.	Ellenwood, GA	05/24/2019			
Premier Shade Design, LLC (Muse)	San Antonio, TX	05/24/2019			
Premier Wireless	Stafford, TX		No Bid	05/30/2019	05/30/2019
Price Consulting, Inc.	Houston, TX		Submitted	06/10/2019	06/10/2019
Prime Maintenance & Construction	Alice, TX	05/24/2019	Viewed	05/30/2019	
Prime Vendor Inc.	Wilmington, NC		Viewed	05/31/2019	
Prodigy Construction Management, LLC	McAllen, TX	05/24/2019			

Project Management Consultant LLC	Jackson, MS	05/24/2019			
Pro-Tech Facility Restoration, LLC	Sugar Land, TX	05/24/2019			
Protection Engineering Consultants LLC	Austin, TX	05/24/2019			
PSA Constructors Inc.	Dallas, TX	05/24/2019			
QC Laboratories, Inc.	Houston, TX	05/24/2019			
Raba Kistner	San Antonio, TX	05/24/2019	Submitted	06/10/2019	06/10/2019
Reed construction data	Norcross, GA	05/24/2019			
Reed Fire Protection Engineering LLC	Addison, TX	05/24/2019			
Region One Education Service Center	Edinburg, TX		Viewed	05/31/2019	
Revitalize Maintenance, LLC	Houston, TX	05/24/2019			
RFx Analyst, Inc.	Dover, DE	05/24/2019			
Rice & Gardner Consultants, Inc.	Houston, TX	05/24/2019	Submitted	06/11/2019	06/11/2019
Right Choice Materials Company	Houston, TX	05/24/2019			
Rio Roofing, Inc.	Harlingen, TX	05/24/2019			
Roberto Gamez (RP COS MANAGEMENT INC)	HUMBLE, TX	05/24/2019			
Rolland Safe and Lock Company	DALLAS, TX	05/24/2019			
RR CONNECTION CONSULTING	Duncanville, TX	05/24/2019			
RS3 Turf	round rock, TX	05/24/2019			
S. Kanetzky Engineering, LLC	Austin, TX	05/24/2019			
SAMES, INC.	McAllen, TX	05/24/2019			
SBA Houston (US Small Business Administration)	Houston, TX	05/24/2019			
SCHNEIDER ELECTRIC USA, INC	HOUSTON, TX	05/24/2019			
SealWrap Installation, Inc	Allentown, PA	05/24/2019			
Sebesta Blomberg	irving, TX	05/24/2019			
Seneca Mechanical LLC	Nolanville, TX	05/24/2019			
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Kingwood, TX	05/24/2019			
Seyforth Services (Seyforth Services Inc)	Dallas, TX	05/24/2019			
Shelmark Engineering LLC	Dickinson, TX	05/24/2019			
Shepard Forest (4325 Costa Rica, LLC DBA Shepard Forest)	Houston, TX	05/24/2019			
Shrader Engineering, Inc.	Houston, TX	05/24/2019			
Siemens Industry, Inc	Houston, TX	05/24/2019			
Sign Pro	Bryan, TX	05/24/2019			
SL King and Associates	Atlanta, GA	05/24/2019			
Smith & Company Architects	Houston, TX	05/24/2019			
Solentrix, Inc.	Houston, TX	05/24/2019			
Solidarity Contracting llc	houston, TX	05/24/2019			
Sound Masking USA	Spring Branch, TX	05/24/2019			
SOUTH TEXAS PUMP INC	WESLACO, TX	05/24/2019			
Southeast Technical Solutions	League City, TX	05/24/2019			
SOUTHWEST WHOLESale LLC	HOUSTON, TX	05/24/2019			
SSCI Environmental (Separation Systems Consultants, Inc.)	Houston, TX	05/24/2019	Submitted	06/11/2019	06/11/2019
Staff 4 Houston (TX Citywide Pro Services)	Houston, TX	05/24/2019			
Strategic Partnerships, Inc.	Austin, TX	05/24/2019			
Strategis Staffing (Staff N Go, LLC)	Houston, TX	05/24/2019			
STRAUS SYSTEMS INC	STAFFORD, TX	05/24/2019			
Sullivan Contracting Services (Pounds Group, LLC)	Seguin, TX	05/24/2019			
Survey And Mapping, LLC (SAM)	Austin, TX	05/24/2019			
Survive-a-Storm Shelters	Thomasville, GA	05/24/2019			
Sys-Tek, A Twining Company (TI Sys-Tek, LLP.)	Lee's Summit, MO		Viewed	06/03/2019	
TAG Communications, L.P.	Houston, TX	05/24/2019			
Tandi Oil and Gas LLC	KATY, TX	05/24/2019			
Tates Contracting, LLC	Houston, TX	05/24/2019			
TDC Waterproofing & Restoration, LLC.	Houston, TX	05/24/2019			
Telgian (Telgian Corporation)	Phoenix, AZ	05/24/2019			
Tellepsen	Houston, TX	05/24/2019			
Tellepsen Builders	Houston, TX	05/24/2019			
Terracon Consultants Inc.	Olathe, KS	05/24/2019	Submitted	06/11/2019	06/11/2019
Texas AirSystems, LLC	Irving, TX	05/24/2019			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	05/24/2019			
Texas Engineering & Mapping Company	Stafford, TX		Unsubmitted	06/10/2019	
Texas Precision Paving	Houston, TX	05/24/2019			
TFC Contracting Solutions	Tomball, TX	05/24/2019			



The AB&Y Group	Austin, TX	05/24/2019		
The Baptiste Group LLC	Locust Grove, GA	05/24/2019		
The Blue Book Network (Contractors Register)	Jefferson Valley, NY	05/24/2019		
The Brandt Companies, LLC	Carrollton, TX	05/24/2019		
The Deck & Canopy Company LLC	Houston, TX	05/24/2019	Viewed	06/03/2019
The Donatto Group	Houston, TX	05/24/2019		
THE FENCE LADY INC.	BOERNE, TX	05/24/2019		
The Gaia Group Inc.	Houston, TX	05/24/2019		
The Gonzalez Group, LP	Houston, TX	05/24/2019		
The Kovacs Group	New Braunfels, TX	05/24/2019		
The Trevino Group, Inc.	Houston, TX	05/24/2019		
Total Team Companies, LLC	Houston, TX	05/24/2019		
Transcare llc	Houston, TX	05/24/2019		
Tri-Star Glass, Inc	Vidor, TX		Viewed	06/11/2019
TRW MODERNFOLD CO., INC.	HOUSTON, TX	05/24/2019		
Turner Power and Construction, LLC (Turner Power Systems and Contractors, LLC)	Houston, TX	05/24/2019		
Vistex Graphics, LLC	Houston, TX	05/24/2019		
wagner interiors	San Antonio, TX	05/24/2019		
Watkins & Associates Consulting Services LLC.	Houston, TX	05/24/2019		
Webber Commercial Construction, LLC	The Woodlands, TX	05/24/2019		
Willbanks & Associates, Inc.	Houston, TX	05/24/2019		
Worldwide Power Products	Houston, TX	05/24/2019		
Wylie Construction Services	humble, TX	05/24/2019		
Z Smart, LLC	Rockwall, TX	05/24/2019		
Zapata Janitorial Building & General Service, Inc.	Houston, TX	05/24/2019		

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## External Invitations

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### Participant Detail

#### 2rw Consultants Inc

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Address	100 10th st NE Suite 202 Charlottesville, VA 22902	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/24/2019  
 Invitation Type Automatic  
 Invitation Email(s) requests@2rw.com

#### 360TXC, LLC

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Address	901 S.Mopac #300 Austin, TX 78701	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/24/2019  
 Invitation Type Automatic  
 Invitation Email(s) tlester@360txc.com

#### 365 Paving & Construction LLC

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Address	1618 E. Griffin Parkway Mission, TX 78572	Participation Type:	Active Supplier
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Invitation Date 05/24/2019  
 Invitation Type Automatic  
 Invitation Email(s) 365paving@gmail.com

**Regular Board Meeting**

**7.D.**

**Meeting Date:** August 21, 2019

**Title:** Renewal Option for Job No. 17/043KJ Adolescent Recovery Support & Counseling Services for HCDE-Fortis Academy: The Turning Point, Inc

**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  
3. Advocate for learners through innovation  
5. Recruit high-quality professionals

**Additional Resource Personnel:** Jonathan Parker, Anthony Mays, Dr. Jesus Amezcua, Bill Monore, Kendra Jackson      **Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Renewal Option and Contract for job no. 17/043KJ for Adolescent Recovery Support & Counseling Services for HCDE Fortis Academy with the following vendor:** The Turning Point, Inc. for a program cost of \$242,360 for the period of 12/01/2019 through 11/30/2020.

**Subject:**

Adolescent Recovery Support & Counseling Services for the Fortis Academy

**Rationale:**

Consider approval of renewal option and Contract for job no. 17/043KJ for Adolescent Recovery Support & Counseling Services for Harris County Department of Education for the period of 12/01/2019 through 11/30/2020 with the following vendor:

- The Turning Point, Inc.

The purpose of this proposal was to acquire Adolescent Recovery Support & Counseling Services for the HCDE Fortis Academy. A total of 442 invitations were sent through the HCDE eBid System of which eight (8) responses were received. Based on the responses five respondents were selected for interviews. Respondents were evaluated and scored (scores included the interview). The Turning Point, Inc. was recommended and approved for an award and Service contract. The consultant 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 HCDE staff. The consultants scope of work will be reviewed to meet IRS guidelines for consultants. The original contract period was for a term of one (1) year from 08/01/2017 through 07/31/2018, with an option to renew for up to four (4) additional one (1) year periods.

This is the second renewal.

**Fiscal Impact**

**Included in FY budget Y/N:** Y

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

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

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**Attachments**

Turning Point

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**Form Review**

**Inbox**

Purchasing  
Denise Alamos (Originator)  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 08/06/2019

**Reviewed By**

Bill Monroe  
Denise Alamos  
Bill Monroe  
Jesus Amezcua

**Date**

07/30/2019 09:34 AM  
07/30/2019 04:14 PM  
07/30/2019 04:26 PM  
08/06/2019 03:41 PM  
Started On: 07/29/2019 05:25 PM

## SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Adolescent Recovery Support & Counseling Services Agreement (“Agreement”) is made and entered into by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas 77022, and **The Turning Point, Inc.** (“Contractor”), located in Tomball, Texas 77375, for Contractor to provide services to HCDE in accordance with the terms and conditions specified herein.

### Recitals

HCDE is a political subdivision of the State of Texas, established to promote education in Harris County, Texas. Both HCDE and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

- 1. Purpose.** HCDE agrees to retain **The Turning Point, Inc.** and Contractor agrees to provide a high-quality education in a sober environment to students recovering from substance use disorders. HCDE agrees to retain Contractor, and Contractor agrees to provide adolescent recovery support and counseling services to students attending HCDE’s Fortis Academy and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.
- 2. Term.** This Agreement is for services beginning December 1, 2019 and ending November 30, 2020 (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.
- 3. Scope of Work.** Contractor agrees to perform adolescent’s recovery support and counseling services to HCDE and HCDE’s Fortis Academy. Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.
- 4. Independent Contractor Status.** It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of HCDE. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by HCDE hereunder and Contractor shall indemnify and hold HCDE harmless in this regard.
- 5. Review of Progress.** Contractor will work to meet all timelines mutually established by Contractor and HCDE. HCDE reserves the right to monitor the progress of Contractor.
- 6. Changes & Amendments.** During the Term of the Agreement (see Paragraph 2), HCDE and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to

be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

7. **Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of HCDE.

8. **Compensation.** HCDE will pay Contractor an amount not to exceed **\$242,360** for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. **Intellectual Property.** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. **Ownership of Work Product.** All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of HCDE, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to HCDE upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by HCDE for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. **Intentionally omitted**

12. **Conflict of Interest.** During the Term of Contractor's service to HCDE, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by HCDE.

13. **Intentionally omitted**

14. **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF

CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

**15. Non-appropriation of funds.** The Term of this Agreement is a commitment of HCDE current revenue only. Notwithstanding anything to the contrary in this Agreement, HCDE is obligated to make payments only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of HCDE. To the extent that HCDE will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the services provided in this Agreement, HCDE may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by **general fund** [funding source(s)]. Payment for services rendered shall be allocated as follows: **100%** funded by **general fund**.

**16. Non-Exclusivity.** Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide HCDE Services. During the Term of this Agreement, HCDE reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

**17. Performance.** Contractor agrees that Contractor's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from HCDE. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify HCDE's **Assistant Superintendent of Academic Support Services** in writing.

**18. Termination.** Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. HCDE will be responsible for payment for Services that have been accepted by HCDE up to the termination date.

HCDE may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, HCDE may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse HCDE for such costs incurred by HCDE.

**19. Inspection and Acceptance of Service.** HCDE reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, HCDE may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to HCDE; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to HCDE in this Agreement or otherwise available by law.

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

**21. Insurance.** Unless an appropriate HCDE representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of HCDE's insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work. Contractor shall maintain insurance coverage in the amounts specified by HCDE. Certificates of Insurance on the current ACORD form shall be issued to HCDE showing all required insurance coverage.

**22. Force Majeure.** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

**23. Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**24. 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 a court of competent jurisdiction in Harris County, Texas.

**25. No Waiver of HCDE's Immunity.** The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.

**26. Entire Agreement.** The Agreement, the procurement solicitation issued by HCDE, RFP # #17/043KJ, Adolescent Recovery Support & Counseling Services ("RPF"). Contractor's proposal submitted in response to HCDE's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms 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 Contractor'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 Contractor'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, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

**27. 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.

**28. Debarment and Suspension.** Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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. When federal funds are expended by HCDE under this Agreement, Contractor certifies that during the term of this Agreement, Contractor 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 or by the State of Texas. Contractor shall immediately provide written notice to HCDE if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE knows the certification is erroneous.

**29. Invoices.** Contractor is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to [accountspayable@hcde-texas.org](mailto:accountspayable@hcde-texas.org).

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to HCDE a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of HCDE before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during HCDE's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due



to Contractor within forty-five (45) days after the later of the following: (1) the date HCDE receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date HCDE receives an invoice for the goods or service. Contractor 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 Contractor receives the payment from HCDE. The exceptions to payments made by HCDE and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by HCDE, in HCDE's sole discretion.

**30. Compliance with Applicable Laws.** Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HCDE's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor 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. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

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

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

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in

accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

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

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, HCDE and Contractor have executed this Agreement to be effective on the date specified in Term above:

The Turning Point, Inc.

By:   
(Signature)

Sarah Scherzer  
Executive Director  
990 Village Square Drive, Suite D  
Tomball, Texas 77375  
832-698-2734

Harris County Department of Education

By: \_\_\_\_\_  
(Signature)

Jesus Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent –Business Services or  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740

**EXHIBIT A  
SCOPE OF WORK**

Contractor	HCDE
<ul style="list-style-type: none"> <li>• Services/Obligations/Deadlines</li> <li>• To motivate students and identify reinforcement systems for substance abuse and non-using behaviors</li> <li>• To provide effective, accessible, and responsive client-centered substance abuse treatment services utilizing evidenced based, best practices</li> <li>• Provide Counseling, Coaching, Training and advertising the Fortis Academy</li> <li>• Location of Services/Treatment Fortis Academy 11902 Spears Road Houston, TX 77067 Room numbers: 116,112,200,201,213,214</li> <li>• Provide the following staff: 2 LCDC Counselor 2 Recovery Coach</li> <li>• Personnel: Staffing based on a 1:15 ration, program cost to be modified as needed for additional staff. (Based on student enrollment)</li> </ul> <p>(See information attached.)</p>	<ul style="list-style-type: none"> <li>• Obligations</li> </ul>

## RESUME

Peggy August  
2902 Autumn Cove Court  
Friendswood, Texas 77546  
(281) 338-8888

**The Turning Point, Inc.**  
10175 Harwin, Suite 101  
Houston, Texas

**Job Title:** Director of Operations

April 2016- Present

Supervise all aspects of The Turning Point, Inc. outpatient substance abuse treatment program at four adult outpatient treatment offices (Harris and Ft. Bend counties) and at three Harris County Juvenile Probation detention centers. Supervise the TDCJ/Turning Point, Inc. State Jail Substance Abuse Program at three State Jail locations (Dallas, San Antonio, and Austin). Supervise seven Recovery Coaches in the State Jail Substance Abuse Program and 2 Recovery Coaches in the Outpatient and Residential Substance Abuse Programs at The Turning Point. Member of The Turning Point, Inc. Operational Board of Directors (assist in establishing agency policies and procedures, quality assurance, and personnel hiring and review). Ms. August is also responsible for all Program Quality Assurance and contract compliance. She is the Clinical Training Institute Coordinator, (CTIC) and (CEC) Continuing Education Coordinator for our Agency. DWI Administrator.

**Job Title:** Program Director

1998 - 2016

Supervised all Turning Point, Inc. outpatient treatment services. Directly supervised five clinic supervisors and indirectly supervised all outpatient counselors and therapists. Monitored the performance objectives of various funded referral sources. Conducted regular chart audits. Directed the outpatient management team and served as chairman of the Quality Assurance Committee. Liaison to all outpatient referral sources. Ms. August is also responsible for all Program Quality Assurance and contract compliance. She is the Clinical Training Institute Coordinator, (CTIC) and (CEC) Continuing Education Coordinator for our Agency.

**Bay Area Council on Drugs and Alcohol**  
Galveston, Texas

1991 - 1998

**Job Title:** Director/Supervisor

**Specific Duties:**

Managed the Galveston office of the Bay Area Council. Provided clinical supervision, programmatic supervision, and marketing. Provided substance abuse services through the agency's TDPRS/CPS funded program.

**LICENSURE/CERTIFICATION:**

Licensed Chemical Dependency Counselor, Texas Commission on Alcohol and Drug Abuse, License Number: 4814

Advanced Addiction Counselor, Texas Certification Board of Addiction Professionals, Certification Number: 1089-0800

DSHS Peer Review Coordinator

Drug Court Certified Counselor

DWI Instructor/Administrator

Certified Trainer of Trainers, Thinking For Change CBT Curriculum

**Program Cost Detail**

HCDE

**EXHIBIT A**

**Direct Costs**

***Personnel***

Staffing based on a 1:15 ratio, program cost to be modified as needed for additional staff.

Salaries (based on staffing)

LCDC Supervisor	\$ 68,000.00
LCDC Counselor	\$ 40,000.00
Recovery Coach Lead	\$ 40,000.00
Recovery Coach	\$ 33,000.00
<b>Total</b>	<b>\$ 181,000.00</b>

Fringe Benefits (22%)

Group Medical Insurance	12.15%	x 181,000.00	\$ 21,991.50
FICA	7.65%	x 181,000.00	\$ 13,846.50
SUTA/FUTA	1.40%	x 181,000.00	\$ 2,534.00
Worker's Compensation	0.80%	x 181,000.00	\$ 1,448.00
<b>Total</b>			<b>\$ 39,820.00</b>

***Operating/Administrative Costs***

Travel	\$ 250.00	x 12 months	\$ 3,000.00
Advertising/Job posting	\$ 50.00	x 12 months	\$ 600.00
Human Resources	\$ 1,000.00	x 12 months	\$ 12,000.00
Payroll	\$ 100.00	x 12 months	\$ 1,200.00
Cell phones	\$ 50.00	x 12 months	\$ 600.00
Liability Insurance	\$ 300.00	x 12 months	\$ 3,600.00
Training	\$ 45.00	x 12 months	\$ 540.00
<b>Total</b>			<b>\$ 21,540.00</b>

**Total Costs**

Salaries	\$ 181,000.00
Fringe Benefits	\$ 39,820.00
Operating Costs	\$ 21,540.00
<b>Contract Total</b>	<b>\$ 242,360.00</b>



***Certificate of Completion***

*peggy august*

*has completed the blended learning program*

*Thinking for a Change: Training for Trainers*

*Presented by the National Institute of Corrections*

*on July 9, 2015*

*Training hours 60*

*Janet Leach*  
*Jan Leach, Director, Inc.*

## RESUME

Beverly Dotson  
13407 Sherman Oak Dr.  
Houston, Tx 77085  
(281) 235-7297

### OBJECTIVE:

To obtain an employment position that is rewarding and in which I can make a difference in others' lives so that they may be productive citizens in society, and in the case of CPS referrals, effective and positive parents for their children. To utilize my skills and expertise in a management position. To always ensure comprehensive quality care presented in an empathetic, genuine way that demonstrates concern for the client.

The Turning Point, Inc.  
10175 Harwin Suite 101  
Houston, Texas 77036

July-1999 to present

**Current Job Title:** Program Director

### Specific Duties:

Provide clinical supervision of office counselors, and, as necessary, any assigned clinical interns and practicum students. Monitor the phase system of the supportive/intensive substance abuse treatment program. Participate in all aspects of chart auditing and quality management. Provide individual, group, and family substance abuse counseling to children and their families referred by CPS. Provide parenting training utilizing a didactic and experiential curriculum. Provide individual, group, and family substance abuse treatment to involuntary clients referred by the Harris County Community Supervision and Corrections Department, Ft. Bend Community Supervision and Corrections Department, the Texas Department of Criminal Justice – Parole Division, and the Harris County Juvenile Probation Department. Provide domestic violence, anger management, and sexual victim treatment. Provide family, adolescent, and adult testimony to Harris County District and Family Courts.

- Develop, implement and evaluate training programs for employees.
- Develop, implement and evaluate change management programs.
- Provide organizational productivity strategies and identify/develop staffing requirements.
- Conduct clinical reviews on client progress to maintain continuation of treatment.
- Conduct and participate in external and internal auditing processes for quality assurance and control
- Provide effective performance management, coaching, staff development, skills training, and problem resolution.

- Manage the work flow and staff to ensure that all performance objectives are met on a day to day basis.
- Recruit and provide continuous staff development for agency.
- Implement and evaluate training programs for employees.
- Implement and evaluate change management programs.
- Provide organizational productivity strategies and identify/develop staffing requirements.
- Participate in quality assurance and control programs and organizational strategic planning.
- Provide clinical supervision for counseling staff of four adolescent substance abuse treatment programs and oversee treatment component and four outpatient sites.
- Participates on two Court Dockets, Adult Drug Court in Fort-Bend County and Juvenile Justice System for Harris County.

Over the Hill:  
Dowling St.  
Houston, Texas

February -1997-1999

**Job Title: Supervisor**

**Responsibilities:**

- Oversee the flow of day to day operations.
- Taught HIV awareness classes.
- Conducted clinical reviews on client progress to maintain continuation of treatment.
- Conducted follow up and research evaluations on HIV/STD education.

**EDUCATION:**

Associate of Arts in Psychology  
Louisiana Baptist University  
Shreveport, Louisiana – Degree Conferred in May, 1999

**LICENSURE/CERTIFICATION:**

Licensed Chemical Dependency Counselor, Texas Commission on Alcohol and Drug Abuse, License Number: 9725 since 2005  
Lead Member of the Turning Point Quality Improvement Committee  
HHS-Approved/Certified Collector (Urine, Hair Follicle, and Saliva Collection):  
Certifications: Cannabis Youth Treatment (2008 Trainer of Trainers for DSHS)  
DWII Administrator  
Peer Recovery Coach (Training of Coaches Training)  
QPR Suicide Prevention Triage Trainer Instructor  
DSHS Peer Review Coordinator  
Drug Court Certified Counselor





The Department of  
State Health Services  
Presents  
Certificate of Completion

to

**Beverly Dotson**

for

**Trainer of Recovery Coaches Training**

on

**October 3, 2014**

A handwritten signature in black ink, appearing to read 'Joseph Sanchez', written over a horizontal line.

Joseph Sanchez, Trainer

Trainer



*QPR Institute*

Beverly Garner


has met all the requirements of the 40-hour course:

**QPR Suicide Triage Training  
Instructor's Course**

40 Clock Hours  
NBCC Provider #5889

Certified: September 21, 2007

Presented by:

  
Paul Qujanett, PhD  
Executive Director  
QPR Institute

Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697



Rolando B. Pablos  
Secretary of State

## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for THE TURNING POINT, INC. (file number 75538800), a Domestic For-Profit Corporation, was filed in this office on June 11, 1985.

It is further certified that the entity status in Texas is in existence

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 20, 2017.



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos  
Secretary of State



The State of Texas

Secretary of State

IT IS HEREBY CERTIFIED, THAT  
THE TURNING POINT, INC.

FILED ARTICLES OF INCORPORATION IN THIS OFFICE AND WAS ISSUED  
A CERTIFICATE OF INCORPORATION ON

JUNE 11, 1985;

THAT SO FAR AS IS SHOWN BY THE RECORDS OF THIS  
DEPARTMENT, NO CERTIFICATE OF DISSOLUTION HAS BEEN FILED FOR SAID  
CORPORATION, AND IT IS STILL IN EXISTENCE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO  
SIGNED MY NAME AND CAUSED TO BE  
IMPRRESSED HEREON THE SEAL OF STATE ON  
JAN. 13, 1993

A handwritten signature in cursive script that reads "John Hannah Jr.".  
Secretary of State



## Franchise Tax Account Status

AS of : 04/21/2017 09:18:17

This Page is Not Sufficient for Filings with the Secretary of State

### THE TURNING POINT, INC.

Texas Taxpayer Number 30008970128

Mailing Address PO BOX 951 TOMBALL, TX 77377-0951

Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 06/11/1985

Texas SOS File Number 0075538800

Registered Agent Name CHARLES SCHERZER

Registered Office Street Address 10175 HARWN DR., STE. 101 HOUSTON, TX 77036

**Texas Certification Board  
of Addiction Professionals**

*Hereby Certifies*

**Turning Point, Inc.**

*as a  
Provider of Continuing Education  
for Certification and Recertification  
for Alcoholism and Drug Abuse Counselors  
in the State of Texas*

**Provider Number: 1126-94**



TAAP President

**Originally Issued:**

**June 1994**

Certification Board Chairman

**Expires:**

**June 30, 2018**



# Texas Department of State Health Services

DOES HEREBY CERTIFY THAT

## The Turning Point, Inc.

meets the qualifications established in Texas Occupations Code, Chapter 504, to provide clinical training at any of its programs or sites with relevant services and is authorized to employ the title

## Clinical Training Institution

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.



Texas Department of State Health Services

certifies that the organization identified below is a

Clinical Training Institution

The Turning Point, Inc.

Registration Number: 164

Control Number: 1231

Expires: 4/1/2018

*John W.*

*John W.*

John Hellenstock, M.D., Commissioner of Health

**Regular Board Meeting**

**7.E.**

**Meeting Date:** August 21, 2019

**Title:** Approval of Redistribution of Fund Balance

**Submitted For:** Jaime Martinez, Business Office

**Submitted By:** Jaime Martinez

**Recommended Action:** Approve

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

**Additional Resource Personnel:** Rosa Maria Torres

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

**Information**

**Posted Agenda Item:**

**Consider approval of estimated reserved fund balances for non-spendable,** restricted, committed assigned and unassigned under the Governmental Accounting Standards Board (GASB) 54.

**Subject:**

Estimated fund balance reserves under GASB

**Rationale:**

Approval of the estimated General Fund balance categories for fiscal year ending August 31, 2019 in compliance with CE Local. The five classifications of the fund balance for the general fund include nonspendable, restricted, committed, assigned and unassigned fund balance. Final category amounts will be presented in the January 2020 board meeting once the Comprehensive Annual Financial Report (CAFR) has been audited.

**Fiscal Impact**

**Attachments**

Fund Balance Resolution  
General Fund Detail FB

**Form Review**

**Inbox**

Assistant Superintendent - Business  
Form Started By: Jaime Martinez  
Final Approval Date: 08/08/2019

**Reviewed By**

Jesus Amezcua

**Date**

08/08/2019 04:14 PM  
Started On: 07/25/2019 05:02 PM



STATE OF TEXAS  
COUNTY OF HARRIS

**RESOLUTION**

The Board of Trustees of the Harris County Department of Education being convened in Regular Session at 6300 Irvington Boulevard, Houston, Texas within the boundaries of the Harris County, on the 15th day of January 2020, with a quorum present in the persons of

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

Trustees being absent: \_\_\_\_\_

WHEREAS Trustee \_\_\_\_\_ introduced the following order, moved its adoption, and the motion having been seconded by Trustee \_\_\_\_\_ was duly put and carried, said Order reading as follows:

**IT IS HEREBY RESOLVED**, ordered, and directed that the Harris County Department of Education commit the following portions of its August 31, 2019 General Fund committed fund balance.

**BE IT RESOLVED**, the Department commits \$3,230,756 which includes \$1,314,976 for Capital Projects, \$1,715,780 for Retirement Leave and \$200,000 for Unemployment Liability.

\_\_\_\_\_  
Josh Flynn, President  
*Harris County Department of Education  
Board of Trustees*

Attest:

\_\_\_\_\_  
James Colbert Jr., Secretary  
Harris County Department of Education  
Board of Trustees

**GENERAL FUND**

**Fund Balance at August 31, 2019**

		Current FY 2018-19 BALANCE 8/31	Recommended Redistribution	Projected FY 2019-20 BALANCE 8/31
<b>GASB #54</b>	<b><u>Non-Spendable Fund Balance</u></b>			
1999-34110000	Investment in Inventory	93,431	(1,569)	95,000
1999-34120000	Deferred Expenditures	34,606	0	34,606
	<b>Total Non-Spendable Fund Balance</b>	<b>128,037</b>	<b>(1,569)</b>	<b>129,606</b>
	<b><u>Committed Fund Balance</u></b>			
1999-35250003	Retirement Leave	500,000	(1,215,780)	1,715,780
1999-35250004	Unemployment Liability	200,000	0	200,000
1999-35250006	Capital Projects	1,314,976		1,314,976
	<b>Total Committed Fund Balance</b>	<b>2,014,976</b>	<b>(1,215,780)</b>	<b>3,230,756</b>
	<b><u>Assigned Fund Balance</u></b>			
1999-35450015	Bldg & Veh Replacement Acquisition	<b>1,000,000</b>	(700,000)	1,700,000
1999-35450016	Asset Replacement & Acquisition	<b>1,000,000</b>	(700,000)	1,700,000
1999-35450018	Local Construction	<b>2,500,000</b>	0	2,500,000
1999-35450013	QZAB Payment	<b>691,129</b>	239,700	451,429
1999-35450014	PFC Lease Payment	<b>2,458,268</b>	(7,914)	2,466,182
1999-35450022	Workforce Development	<b>1,000,000</b>	0	1,000,000
1999-35450020	New Program Initiative	<b>850,000</b>	0	850,000
	<b>Total Assigned Fund Balance</b>	<b>9,499,397</b>	<b>(1,168,214)</b>	<b>10,667,611</b>
	<b>Total Other Reserves &amp; Inventory:</b>	<b>11,642,410</b>	<b>(2,385,563)</b>	<b>14,027,973</b>
1999-36110000	<b><u>Unassigned Fund Balance</u></b>	17,769,755	(230,245)	18,000,000
	<b>Grand Total General Fund:</b>	<b>29,412,165</b>	<b>(2,615,808)</b>	<b>32,027,973</b>

**Regular Board Meeting**

7.F.

**Meeting Date:** August 21, 2019  
**Title:** Child Care Careers, LLC - Amendment #1 and Zenith Learning (Zenith Premier Inc.) - Amendment #1  
**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  
**Additional Resource Personnel:** Jonathan Parker, Venetia L. Peacock, Dr. Amezcua, Bill Monroe  
**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Consider approval of Amendment # 1 to Service Agreement with ChildCare Careers, LLC (RFP# 18/035YR) in an amount not to exceed \$285,000** (increase of \$175,000) and with Zenith Learning (Zenith Premier, Inc.) (RFP#17/017LB) in an amount not to exceed \$150,000 (increase of \$50,000) to provide substitute Teachers and Teaching Assistants to HCDE Head Start /Early Head Start program for the period of January 1, 2019 to December 31, 2019.

**Subject:**

Child Care Careers, LLC - Amendment #1 and Zenith Learning (Zenith Premier Inc.) - Amendment #1

**Rationale:**

These amendments will allow the ChildCare Careers, LLC and Zenith Learning (Zenith Premier, Inc) to continue to provide substitute Teachers and Teaching Assistants for the Head Start/Early Head Start Division on an as needed basis.

**Fiscal Impact**

**Attachments**

ChildCare Careers Amendment 1  
Zenith Amendment 1

**Form Review**

**Inbox**

Head Start  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Sharon McBride  
Final Approval Date: 08/06/2019

**Reviewed By**

Venetia Peacock  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 11:38 AM  
07/30/2019 02:46 PM  
07/30/2019 04:30 PM  
08/06/2019 03:39 PM  
Started On: 07/25/2019 02:13 PM

**SERVICES CONTRACT  
AMENDMENT #1**

Amendment #1 is changing the agreement between the Harris County Department of Education, ("HCDE") and Childcare Careers, LLC as stated below.

**Article 8 Compensation (Did Read)**

HCDE will pay Contractor an amount not to exceed \$110,000.00 for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

**Article 8 Compensation (Now Reads)**

HCDE will pay Contractor an amount not to exceed \$285,000.00 for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

Executed the 25th day of July 2019.

Childcare Careers, LLC

Harris County Department of Education

By: Sandy Burns Date: 7-25-2019  
(Signature)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Sandy Burns  
Marketing Specialist  
2000 Sierra Point Parkway #702  
Brisbane, CA 94005  
650-372-0211  
650-475-5641  
[sandy@childcarecareers.net](mailto:sandy@childcarecareers.net)

Jesus J. Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent – Business Services  
6300 Irvington Blvd.  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740 (fax)  
[jamezcua@hcde-texas.org](mailto:jamezcua@hcde-texas.org)

**SERVICES CONTRACT  
AMENDMENT #1**

Amendment #1 is changing the agreement between the Harris County Department of Education, ("HCDE") and Zenith Premier, Inc. as stated below.

**Article 8 Compensation (Did Read)**


HCDE will pay Contractor an amount not to exceed \$100,000.00 for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

**Article 8 Compensation (Now Reads)**

HCDE will pay Contractor an amount not to exceed \$150,000.00 for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

Executed the 25th day of July 2019.

Zenith Premier, Inc.

By:  Date: 7/25/19  
(Signature)

Kristina Perez  
CEO  
2900 Wilcrest Dr, Ste 230  
Houston TX 77042  
7/988-9600 x 1004  
7/835-2229  
[kperez@zenithlearning.org](mailto:kperez@zenithlearning.org)

Harris County Department of Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Jesus J. Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent – Business Services  
6300 Irvington Blvd.  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740 (fax)  
[jamezcua@hcde-texas.org](mailto:jamezcua@hcde-texas.org)

**Regular Board Meeting**

**7.G.**

**Meeting Date:** August 21, 2019

**Title:** Grant Funds Acceptance from EFHC for Houston Endowment grant

**Submitted For:** Lisa Caruthers, Case for Kids

**Submitted By:** Kimberlee Flowers

**Recommended Action:** Approve

**HCDE Goal(s):** 3. Advocate for learners through innovation

**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson

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

**Information**

**Posted Agenda Item:**

**Consider approval of Revenue Agreement with the Education Foundation of Harris County with Harris County Department of Education for CASE for Kids** for Year 3 from 08/22/2019 to 08/31/2020 in the amount of \$74,250 to implement the Afterschool Strategic Investment (ASI) program consistent with the grant award approved for a three year period effective 08/21/2017 and ending 08/31/2020. The source of this grant funding is Houston Endowment Inc.

**Subject:**

Revenue agreement from the Education Foundation of Harris County with Harris County Department of Education to CASE for Kids to implement Year 3 of the Afterschool Strategic Investment (ASI) program in the amount of \$74,250 effective 8/22/2019 and ending 8/31/2020.

**Rationale:**

The purpose of this contract from the Education Foundation of Harris County to HCDE's CASE for Kids division is to support the implementation of the Afterschool Strategic Investment (ASI) grant funded program. The Houston Endowment Inc. awarded the Education Foundation of Harris County a three-year (3) grant in the amount of \$300,000. Fiscal Year 17.18 was successfully completed with a budget of \$125,000. Fiscal Year 18.19 will be the second year with an award of \$100,000. The remaining \$75,000 are for the Fiscal Year 19.20. EFHC retains 1% administrative fee.

**Fiscal Impact**

**Attachments**

Houston Endowment Agreement

**Form Review**

**Inbox**

CASE  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Kimberlee Flowers

**Reviewed By**

Lisa Caruthers  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

07/29/2019 03:40 PM  
08/01/2019 11:27 AM  
08/01/2019 11:42 AM  
08/06/2019 03:41 PM  
Started On: 07/22/2019 01:55 PM

**HOUSTON ENDOWMENT INC.**  
**A PHILANTHROPY ENDOWED BY JESSE H. AND MARY GIBBS JONES**

**ANN B. STERN**  
President and CEO

June 26, 2017

Mr. Douglas H. Kleiner  
President /CEO  
Education Foundation of Harris County  
6300 Irvington Boulevard  
Houston, TX 77022-5618

Dear Mr. Kleiner:

It is my pleasure to inform you that the Board of Directors of Houston Endowment (the "Foundation") has authorized a grant of \$300,000 to Education Foundation of Harris County ("Grantee") subject to Grantee's acceptance of the terms and conditions set forth in this agreement.

The following terms and conditions apply to this grant:

1. This grant's authorized purpose is: toward maximizing the Houston-Galveston Area Council fund matching partnership.
2. An authorized officer of Grantee signs and returns this agreement by July 17, 2017.
3. See Appendix A for the approved payment and reporting schedule.
4. Pursuant to Appendix A, Grantee agrees to furnish the Foundation reports on the dates specified. Any report(s) at minimum must include: status and/or results of the projects, activities financed by this Grant and an accounting of all funds expended. Failure to submit interim reports or any contingency documentation may result in change in payment schedule and possible cancelation of grant. Failure to submit the final report will be documented in Grantee's file and may negatively impact future funding requests.
5. Permission is hereby given for Grantee to use any wording contained in this agreement in press releases. Only proposed releases for publication or broadcasting containing additional information need be submitted to the Foundation for approval. Grantee agrees to forward to the Foundation copies of any news releases, published materials, or media articles mentioning this grant which come to Grantee's notice or attention. The Foundation retains the right to release information regarding this grant to any public media.
6. If Foundation funds were received for a purpose other than general operating support and there are any Foundation funds in excess of \$999.99 remaining that were not used for the purpose stated above, those funds must be returned to the Foundation, unless there is an agreement as to the utilization of the unused funds.

HOUSTON ENDOWMENT INC.

7. Grantee agrees to keep its financial and other records so that they adequately show that the funds were used exclusively for the grant's purposes.
8. Grantee warrants that Grantee currently is (i) a public charity described in Section 501(c)(3) or a governmental unit described in Section 170(c) of the Internal Revenue Code of 1986 (not a private foundation or a private operating foundation), and (ii) that receipt of this grant will not adversely affect Grantee's current status.
9. Grantee agrees to furnish the Foundation with any information concerning (A) the occurrence of an adverse event which may significantly affect the ongoing operations of Grantee, or (B) a proposed change in Grantee's current classification as either a public charity or a governmental unit.
10. Grantee agrees to supply the Foundation with such information as the Foundation may require to review the use of these grant funds and their effect upon the public charity status of Grantee.
11. Any violation of the terms and conditions set forth herein will permit the Foundation to terminate any and all obligations with respect to further distributions, whether to be made as part of this grant or any other approved grant from the Foundation.
12. Acknowledgment of Grantee's agreement to the terms and conditions set forth in this agreement will be made by a duly authorized officer of Grantee as provided below.
13. The Foundation desires that all resources of Grantee be dedicated to accomplishing its charitable purposes. Accordingly, Grantee agrees not to recognize the Foundation, its Board members or staff, or this grant with certificates, plaques, or similar mementos.

Assuming the terms and conditions of this grant are acceptable, an authorized officer of Grantee should execute both copies of this agreement and return one copy to Houston Endowment, attention Grant Department. You may contact Tonyel L. Simon, Program Officer, 713-238-8118, with any questions about this grant.

Very truly yours,



Ann B. Stern

As an officer of Education Foundation of Harris County, I certify that I am duly authorized to bind the organization to the terms of this agreement, and do hereby agree to and accept the terms set forth above this

9th day of July, 2017.

Education Foundation of Harris County

By   
Name

President  
Title



**Appendix A**

**Payment and Deliverable Schedule**

<b>Deliverable Due Date</b>	<b>Required Deliverables *</b>	<b>Payment Schedule Date</b>	<b>Amount</b>
7/17/2017	contract has been returned	8/31/2017	\$125,000
6/30/2018	progress report	N/A	N/A
6/30/2018	provided the agency continues to serve as a critical partner in the success of the coordinated out-of-school time efforts as determined at the Foundation's sole discretion	8/31/2018	\$100,000
6/30/2019	progress report	N/A	N/A
6/30/2019	provided the agency continues to serve as a critical partner in the success of the coordinated out-of-school time efforts as determined at the Foundation's sole discretion	8/31/2019	\$75,000
8/31/2020	final report	N/A	N/A

\* Please note payments are dependent upon successful completion of deliverables by the dates provided above. We understand and encourage the completion of deliverables prior to the Deliverable Due Date. Upon completion of a deliverable, please notify your assigned program officer. If a deliverable is completed prior to the Deliverable Due Date, you may receive your payment earlier than the Payment Schedule Date.

**Deliverables;** a deliverable is something which the Grantee must provide to the Foundation as part of the grant terms. Examples include, but are not limited to, progress reports, expenditure budgets, documentation that construction has begun, and/or specific documentation showing agreed upon actions have been completed, such as secured funding or hiring of staff/consultant.

**KEEP THIS COPY**



**Education  
Foundation  
of Harris County**

**TO:** Dr. Lisa Caruthers, CASE for Kids Director

---

**FROM:** James Edgar, Education Foundation Board Chair

**CC:** Danielle Bartz, Harris County Department of Education/Education Foundation Liaison

**DATE:** July 20, 2019

**RE:** Agreement between EFHC and CASE for Kids for Houston Endowment ASI Grant

The Houston Endowment has allocated \$300,000.00 for CASE for Kids to implement the *Afterschool Strategic Investment (ASI) initiative* over a three year period. Per the award letter dated June 26, 2017, the Houston Endowment will pay EFHC in installments as listed below:

- Year 1 - \$125,000.00 on or before August 31, 2017
- Year 2 - \$100,000.00 on or before June 30, 2018
- Year 3 - \$75,000.00 on or before June 30, 2019

The payout of these monies to CASE for Kids for Year 3 will be on the following schedule:

- \$74,250.00 on or before August 30, 2019

The grant allows for EFHC 1% of total monies to remain with EFHC for administrative purposes. Please invoice the Foundation for these amounts at the beginning of the month when payments are scheduled.

Sincerely,

James Edgar  
Board Chair

Dr. Jesus Amezcua  
HCDE Assistant Superintendent

  
Date: 8/9/19

Date: 8/9/19

**Regular Board Meeting**

7.H.

**Meeting Date:** August 21, 2019  
**Title:** Workers' Compensation Renewal 2019-2020  
**Submitted For:** Natasha Truitt, Human Resources

**Submitted By:** Patricia Menard  
**HCDE Goal(s):** 2. Deliver value responsibly

**Recommended Action:** Approve

**Additional Resource Personnel:** Natasha Truitt, Patty Menard, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson

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

**Information**

**Posted Agenda Item:**

**Contract renewal option for job no. 16/038LB and renew coverage for workers' compensation insurance with Arthur J. Gallagher & Co.** for the estimated amount of \$394,944.00 (to be audited) for the period of 09/01/2019 through 08/31/2020.

**Subject:**

Workers' Compensation Insurance coverage for 2019-2020

**Rationale:**

Workers' compensation insurance coverage is required by law.

**Fiscal Impact**

**Attachments**

Quote/Invoice 2019-2020  
Bid no 16/038LB

**Form Review**

**Inbox**

Human Resources (Originator)  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Patricia Menard  
Final Approval Date: 08/06/2019

**Reviewed By**

Natasha Truitt  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

07/15/2019 07:32 PM  
08/01/2019 07:31 AM  
08/01/2019 10:28 AM  
08/06/2019 03:34 PM  
Started On: 07/15/2019 05:14 PM

PTS



PO Box 12058  
Austin, TX 78711-2058

ARTHUR J GALLAGHER RISK MANAGEMENT SERVI  
12750 MERIT DR STE 1000  
DALLAS TX 75251-1200

**CONFIDENTIALITY NOTICE:** This communication may contain confidential, proprietary or privileged information and is intended only for the person to whom the communication is addressed. If you are not the intended recipient, please immediately notify Texas Mutual's information services center at (800) 859-5995 or [information@texasmutual.com](mailto:information@texasmutual.com) and destroy all copies of the communication as your use, disclosure, copying or storage of the communication is prohibited and may be a violation of state or federal law.

A WILLIAMS 2019-07-11

7/11/19

**Underwriting Quote**  
Agent copy

ARTHUR J GALLAGHER RISK MANAGEMENT SERVI  
12750 MERIT DR STE 1000  
DALLAS TX 75251-1200

<b>Regarding</b> HARRIS COUNTY DEPARTMENT OF EDUCATION	<b>Quote no.</b> Q004230818	<b>Coverage period</b> 9/1/19 to 9/1/20
--	--------------------------------	--

Dear Agent,

We have completed our review of this account and are pleased to offer the enclosed quote for workers' compensation coverage.

<b>Out-of-network premium</b> \$448,780.00	<b>Commission rate</b> 6.5%
<b>In-network premium</b> \$394,944.00	<b>Commission rate</b> 6.5%

*Please do not deduct the commission when remitting payments.*

This proposal has been prepared based on the information submitted. The quote contains a request for additional information, if applicable, the premium quote summary, the schedule of endorsements and the quote invoice. The policy premium is based on the estimated payrolls reported to us in your application and/or in the renewal information, and it is subject to audit.

This quote is valid for 60 days from the effective date of the quote. After 60 days, the quote will be closed and a new submission will be required. Instructions for binding and premium payment are included. When remitting payments, please do not deduct the commission.

Checks should be made payable to:  
Texas Mutual Insurance Company  
Attn: Remittance Processing  
PO Box 841843  
Dallas, TX 75284-1843

Send correspondence to:  
Texas Mutual Insurance Company  
Underwriting Dept  
PO Box 12058  
Austin, TX 78711-2058

Send overnight mail to:  
Texas Mutual Insurance Company  
2200 Aldrich Street  
Austin, Texas 78723-3474

Thank you for the opportunity to provide you with this quote. We look forward to binding coverage. If I can be of assistance, please contact me at (800) 859-5995.

Sincerely,

→ Arthur J Gallagher & Co

ANNETTA WILLIAMS  
Underwriting Team

7/11/19

## Dividend History

HARRIS COUNTY DEPARTMENT OF EDUCATION  
6300 IRVINGTON BLVD  
HOUSTON TX 77022-5618

Thank you for choosing Texas Mutual Insurance Company as your workers' compensation insurance carrier. We hope that you will choose us again at your policy renewal.

As of 7/11/19, our records indicate you previously qualified for the following Texas Mutual® dividend(s).

Year	Individual Dividends*
2019	0.00
2018	8,546.07
2017	0.00
Total	8,546.07

Our philosophy is to share our financial success with loyal customers. Since 1999, we have paid more than \$2 billion in dividends to qualifying Texas Mutual policyholders.

*(NOTE: Dividends are based on performance, are not guaranteed and must comply with Texas Department of Insurance regulations.)*

We appreciate your business, and we value you as a customer. We hope we may continue our business relationship with you for many years to come.

For more information about Texas Mutual® dividends, please visit our website's dividend page at [texasmutual.com/dividends](http://texasmutual.com/dividends)

\* Individual dividends reward individual policyholders retrospectively for their low claim losses and customer loyalty.

## Underwriting Quote Sheet Summary Page

Applicant copy

Quote no. Q004230818  
Quote issue date 7/11/19  
Proposed coverage period 9/1/19 to 9/1/20

<b>Applicant</b> HARRIS COUNTY DEPARTMENT OF EDUCATION 6300 IRVINGTON BLVD HOUSTON TX 77022-5618	<b>Underwriter</b> ANNETTA WILLIAMS <b>Phone</b> (972) 991-3700	<b>Producer</b> 02486 <b>Fax</b> (972) 663-6021	<b>ARTHUR J GALLAGHER RISK MANAGEMENT SERVI</b> 12750 MERIT DR STE 1000 DALLAS TX 75251-1200
--	---	--	--

<b>Entity</b> Government entity	<b>Group</b>	<b>SIC code</b> 8211 Elementary and secondary schools	Quote generated in Austin, TX
------------------------------------	--------------	--	-------------------------------

### Part one: workers' compensation insurance Premium quote summary - Texas only

See attached Premium Calculation		<b>Payroll</b>	<b>Premium</b>
Total payroll and estimated manual premium		49,791,046.00	306,721.00
Prorate factor 1.00		<b>Out-of-Network</b>	<b>In-Network</b>
		<b>Factor</b>	<b>Amount</b>
Experience Modifier			214,705.00
Schedule Modifier	0.97	(15,643.00)	0.97 (15,643.00)
Healthcare Network Option			0.12 (60,694.00)
Premium Discount	0.113	(57,153.00)	0.113 (50,295.00)
Expense Constant		150.00	150.00
Minimum premium 188.00	Estimated annual premium	448,780.00	394,944.00
Audit frequency Annual			

### Part two: employers' liability insurance

	<b>Standard</b>
Bodily injury by accident	\$100,000.00
Bodily injury by disease policy limit	\$500,000.00
Bodily injury by disease each employee	\$100,000.00

### Endorsements made part of this quotation

See attached Endorsement Schedule

#### Notice of terrorism insurance coverage

Coverage for acts of terrorism is already included in workers' compensation policies. Losses resulting from certified acts of terrorism, as defined under the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), would be partially reimbursed by the U.S. Government under a formula established by the Act. Under the formula, the U.S. Government will generally pay 85% of covered terrorism losses during a calendar year that exceed our insurer deductible, however, this percentage payout will decrease by 1% each year after 2015 until it reaches 80% in 2020. The Act provides an annual cap on liability that limits the U.S. Government's payment as well as our liability for any amount of losses from certified acts of terrorism that, in the aggregate for the industry, exceeds \$100,000,000,000 in a calendar year. The portion of your quoted premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for the portion of losses covered by the U.S. Government under the Act.

Quote no. Q004230818  
 Quote issue date 7/11/19  
 Proposed coverage period 9/1/19 to 9/1/20

## Underwriting Quote Sheet Out-of-Network Premium Calculation

Applicant copy

### Class codes for primary applicant

State	Location	Code	Classification	Premium basis total estimated annual remuneration	Rate per \$100 of remuneration	Estimated annual premium
9/1/19 to 9/1/20						
42	00001	7380	Drivers, Chauffeurs & Their Helpers NOC-Commercial	If any	4.400	0.00
42	00001	8810	Clerical Office Employees NOC	13,459,203.00	0.120	16,151.00
42	00001	8868	School - Training To Various Organizations	32,862,065.00	0.540	177,455.00
42	00001	8868	School: Professional Employees	If any	0.540	0.00
42	00001	9101	School: All Other Employees & Drivers	3,469,778.00	3.260	113,115.00
			<b>Estimated manual premium</b>			306,721.00
		9898	Experience Modifier of 1.70		1.700	214,705.00
		9887	Schedule Modifier		0.970	(15,643.00)
		0063	Premium Discount		0.113	(57,153.00)
		0900	Expense Constant			150.00
			<b>Total payroll and Texas total premium</b>	<b>\$49,791,046.00</b>		<b>\$448,780.00</b>



Quote no. Q004230818  
 Quote issue date 7/11/19  
 Proposed coverage period 9/1/19 to 9/1/20

**Underwriting Quote Sheet**  
**Endorsement Schedule**  
 Applicant copy

**Endorsements**

TM LRC 2008	Limited Reimbursement for Texas Employees Injured in Other Jurisdictions
TM MV 2011	Mutuals - Membership and Voting Notice
TM PC 2003	Policy Conditions Endorsement
WC 00 00 00 C	Policy Conditions Form
WC 00 00 01 B	Policy Coverage Document (Declarations Page)
WC 00 03 01	Alternate Employer Endorsement
WC 00 04 06	Premium Discount Endorsement
WC 00 04 14 A	Notification of Change in Ownership Endorsement
WC 00 04 22 B	Terrorism Risk Insurance Act Coverage Endorsement
WC 00 04 25	Experience Rating Modification Factor Revision Endorsement
WC 42 03 01 I	Texas Amendatory Endorsement
WC 42 04 07	Texas- Audit Premium and Retrospective Premium Endorsement
WC 42 04 08 A*	Network Discount Endorsement
WC 42 06 01	Specific Texas Notice of Material Change Endorsement

\* Only applicable if In-Network option purchased

Quote no. Q004230818    Quote issue date 7/11/19    Proposed coverage period 9/1/19 to 9/1/20    Version 2

Applicant HARRIS COUNTY DEPARTMENT OF EDUCATION    Producer ARTHUR J GALLAGHER RISK MANAGEMENT SERVI    Renewal of 0001311670

**Quote Invoice**  
Applicant copy

The earliest effective date of coverage will be the date a complete submission and the proper payment are received by Texas Mutual Insurance Company, unless a future effective date has been requested. This does not apply to Start policies.

NOTE: Payment received does not guarantee coverage.

**Please check one option below to indicate policy choice.**

**Payment in full:**

<b>Out-of-network</b> <input type="checkbox"/>	<b>In-network</b> <input checked="" type="checkbox"/>
Estimated annual premium: \$448,780.00	Estimated annual premium: \$394,944.00
<b>Amount due: \$448,780.00</b>	<b>Amount due: \$394,944.00</b>
Will the policy premium be financed? <u>NO</u> If "Yes", which finance company? _____	
Note: A Copy of a signed premium finance agreement must accompany this form. Send payments to the PO Box as listed below.	

- OR -

**Installment payments:**

<b>Out-of-network</b> <input type="checkbox"/>	<b>In-network</b> <input type="checkbox"/>
Estimated annual premium: \$448,780.00	Estimated annual premium: \$394,944.00
<b>Amount due: \$37,428.25</b>	<b>Amount due: \$32,938.33</b>
Installment billing plan:	
<ul style="list-style-type: none"> <li>• 12 monthly installments (Send payments to the PO Box as listed below.)</li> <li>• Financing is not permitted under this billing plan</li> </ul>	

Please mail this form along with the amount due for the above selected option to:

**Texas Mutual Insurance Company**  
PO Box 841843  
Dallas, TX 75284-1843

Please include your quote number Q004230818 on your check for prompt handling.  
Please do not use the above address for other correspondence.

**Thank you for your business!**

Workers' Compensation and Employer's Liability Policy

DNE-1A

Quote number      Quote issue date      Proposed coverage period  
Q004230818      7/11/19      9/1/19 to 9/1/20

Applicant copy

## Deductible Notice of Election

Texas law permits an employer to obtain workers' compensation insurance with a deductible. The insurance applies only to benefits payable under Texas workers' compensation law. When a deductible is elected, the policyholder is required to reimburse the insurance carrier for benefits payable under the law up to the deductible amount and a credit is applied to the policy. Premium credits are determined based on the deductible selected and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the insurance company, they may cancel the policy upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

Yes, I want a deductible of (select only one):

1. \_\_\_\_\_ per accident
2. \_\_\_\_\_ per claim
3. ~~\_\_\_\_\_ medical only~~

applied to benefits payable under the Texas Workers' Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement Monthly  
(monthly, quarterly or other)

No, I do not want a deductible applied to benefits payable under the Texas Workers' Compensation Law.

Yes, I do want a deductible policy, but am unable to obtain one for the following reason: \_\_\_\_\_

The deductible plans have been explained to me.

Assistant Superintendent Signature and Title BUSINESS SERVICES

\_\_\_\_\_  
Date

HARRIS COUNTY DEPARTMENT OF EDUCATION  
Employer Name (print or type)

6300 IRVINGTON BLVD, HOUSTON TX  
Address 77022

Texas Mutual Insurance Company  
Insurance Company

Q004230818  
Policy No.

9/1/19  
Effective Date

## Helping Build a Stronger Texas

We are an insurance company, but many employers think of us more as a partner in workplace safety and effective claim management.

Our customer service philosophy is to provide personalized attention that exceeds your expectations. Consider what you will get for your premium dollar:

### A Partner in Loss Prevention

- On site safety surveys and recommendations by consultants who know your business
- Loss run reports that help you analyze loss trends
- Access to a library of safety videos, posters, and brochures, many available in Spanish
- Seminars on workplace safety and the return to work process
- Help with special issues, such as ergonomics, industrial hygiene, and OSHA compliance

### Zero Tolerance for Fraud

- Investigation of suspected claim fraud
- Coordination with prosecutors statewide to obtain convictions
- A proven track record of fraud convictions

### Effective Claims Management and Cost Control

- Professionals on staff to handle all aspects of claim management and cost control:
  - A designated regional service team with expertise in your industry
  - Rehabilitation nurses and a provider relations team that works to get the right care for your injured workers
  - A catastrophic injury team to work with severely injured workers
  - A special unit that handles maritime claims (HSWCA, OCSLA, and Jones Act)
  - Specialists who audit medical bills
  - Subrogation specialists who recover millions from third parties responsible for injuries

### Information at Your Fingertips

- Toll-free numbers for claim reporting and general information
- An easy-to-use reference notebook with full instructions on coverage notices, injury reporting, and tips on cost control

[Competitive Quotes](#)

[Other States Coverage](#)

[Safety Groups](#)

[Deductibles](#)

**TO THE AGENT OR BROKER:** Our regional marketing teams are available to present more about these services to your clients and your staff.

## Medical Network Selection from Texas Mutual

Through Texas Mutual's medical network, eligible policyholders have access to high quality providers with proven success treating workers' comp-related injuries and illnesses. Those who choose Texas Mutual's medical network also receive a network discount, and many other benefits that help to create a positive experience for employers and their injured workers.

### Why choose the Texas Mutual network?

#### *Quality of care*

- Injured employees select their treating doctor from among the network's occupational health care providers who are focused on helping workers recover and return to a productive life.
- Our providers have been carefully selected and have a proven track record of quality care.
- Network medical providers have access to Texas Mutual training resources and Medical Director expertise to help them better understand the uniqueness of on-the-job injuries.
- Medical case managers work with health care providers, injured workers and employers to identify and facilitate return-to-work opportunities.

#### *Financial benefits*

- Policyholders who choose Texas Mutual's medical network receive a network discount.
- On average, injured workers return to work sooner than non-network patients, resulting in lower than average indemnity benefits and medical costs compared with non-network policies.
- The network's return-to-work focus helps improve productivity and reduce other costs associated with workplace accidents.

Employers must notify employees of network requirements for the network provisions to take effect. For more information on the Texas Mutual's medical network, visit [texasmutual.com](http://texasmutual.com).



**HARRIS COUNTY DEPARTMENT OF EDUCATION**

**Attachments for Request for Proposal #16/038LB**

**Workers Compensation Insurance**

**Issued by:**

**Michael Robles**

**Purchasing Division**

**6300 Irvington Blvd.**

**Houston, TX 77022-5618**

**Phone: (713) 696-2112 | Fax: (713) 696-0720**

**URL: [www.hcde-texas.org](http://www.hcde-texas.org)**

**Email: [mrobles@hcde-texas.org](mailto:mrobles@hcde-texas.org)**

---

**Submittal Deadline & Proposal Opening: July 2, 2017 @ 2:00 PM Central Time.**

**Name of Company Submitting Proposal: Arthur J. Gallagher & Co.**

**If you will not be submitting a response please NO BID the proposal on the HCDE eBidSystem.**

**<https://hcdeebid.ionwave.net>**

## TABLE OF CONTENTS

Items below are components which comprise this bid/proposal package. Respondents are asked to review the proposal document and attachments package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Lytrina Bob immediately.

This attachment package must be completed, executed, and dated by the authorized bidder and must be scanned and uploaded in the Response Attachments section of your proposal in the HCDE eBid System.

### Attachments:

A) Execution of Offer .....	3
B) IRS Form W-9.....	4
C) Conflict of Interest Disclosure .....	8
D) Form 1295 .....	11
E) Proposer Certification Forms.....	14
F) Felony Conviction Form.....	20
G) SB9 Contractor Certification Form: Contractor Employees.....	21
H) SB9 Contractor Certification Form: Subcontractor .....	22

**HARRIS COUNTY DEPARTMENT OF EDUCATION  
EXECUTION OF OFFER**

The undersigned Respondent has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and certifies:

- 1) It is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
- 2) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP. Further, if awarded the Respondent agrees to perform the requirements, specifications, terms and conditions of the RFP.
- 3) All statements, information and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Respondent acknowledges that HCDE will rely on such statements, information and representations in selecting the successful Respondent(s).
- 4) 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.
- 5) It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
- 6) Submission of a proposal indicates the Respondent's acceptance of the evaluation technique and the Respondent's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
- 7) That all of the requirements of this RFP have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
- 8) The individual signing below has authority to enter into this on behalf of Respondent.
- 9) Respondent acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 10) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Arthur J. Gallagher & Co.		
AUTHORIZED SIGNATURE:	<i>MIKE KESSLER</i>		
PRINT NAME:	Mike Kessler		
TITLE:	Area Vice President		
DATE:	June 30, 2017		
ADDRESS:	5420 LBJ Freeway, Suite 400		
CITY, STATE, ZIP CODE:	Dallas, TX 75240		
PHONE:	972-663-6113	FAX:	972-663-6036
EMAIL ADDRESS:	mike_kessler@ajg.com		

**This Section to be completed by HCDE**

Contract Number: \_\_\_\_\_ Term of contract: \_\_\_\_\_ to \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by HCDE and the awarded vendor.

Approved by Harris County Department of Education:

\_\_\_\_\_  
Jesus J. Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent for Business Services

\_\_\_\_\_  
Approval Date



## Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Arthur J. Gallagher Risk Management Services, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>5420 LBJ Freeway #400</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Dallas, TX 75240</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																					
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Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person	Date <b>1/6/17</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/irb](http://www.irs.gov/irb).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1096 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note, if you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1993 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you use a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account. For example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** TIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 7. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.  
**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(b)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its Instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.  
**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information return.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code earlier*.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to artists (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions (or distributions), and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish if only one person on a joint account has an SSN; that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the person representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships on page 7*.

<sup>5</sup> Note: Grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4050.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Harris County Department of Education (HCDE) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any company that does business with HCDE must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income, and/or
- (2) Your company has given one of HCDE's local government officers or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the Department.

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

Statements must be filed within seven (7) business days after the officer becomes aware a conflict of interest exists.

- HCDE Board of Trustees include:

Angie Chesnut, President  
Louis D. Evans, III  
Erica Lee Carter  
Marvin W. Morris

Don Sumners  
Dr. Diane Trautman  
Michael Wolfe  
James Colbert, Jr., County Superintendent

- Current local government officers include:

Dr. Jesus J. Amezcua  
Les Hooper  
Tammy Lanier  
Dr. Kimberly McLeod

Jonathan Parker  
Jim Schul  
Natasha Truitt  
Jimmy Wynn

**EDGAR Conflict of Interest Requirements**

It should be noted that in accordance with EDGAR requirements as amended on Dec 26, 2014 under 2 CFR Part 200 the requirements include the following: No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of HCDE may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, HCDE has set a de

minimum amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through our personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the Board President and addressed through the board policies.

#### State of Texas Conflict of Interest requirements

In addition, Chapter 176 of the Local Government Code, a local government officer shall file a conflict of interest disclosure with respect to a vendor if

(1) the vendor enters into a contract with the local government entity or the local governmental entity is considering entering into a contract with the vendor **AND**,

(2) the vendor has

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

- (i) A contract between the local governmental entity and vendor has been executed by
- (ii) The local governmental entity is considering entering into a contract with the vendor

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

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

(C) has a family relationship with the local government officer.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
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).  
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.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Arthur J. Gallagher & Co.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

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.

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?

Yes  No

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?

Yes  No

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.

6  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).

7 MIKE KESSLER Mike Kessler  
Signature of vendor doing business with the governmental entity

June 30, 2017  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

or

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

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

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



**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.**  
Arthur J. Gallagher Risk Management Services, Inc. on behalf of itself and listed carrier  
Dallas, TX United States

**Certificate Number:**  
2017-230968

**Date Filed:**  
06/29/2017

**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.**  
16/038LB  
Insurance placement.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Texas Mutual	Austin, TX United States	X	

**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.



MIKE KESSLER  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MIKE KESSLER, this the 29th day of JUNE, 20 17, 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

**To complete form 1295 "Certificate of Interested Parties", please visit the Texas Ethics Commission website at the following link:**

**[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

**HARRIS COUNTY DEPARTMENT OF EDUCATION  
PROPOSER/VENDOR CERTIFICATION FORMS**

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**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION**

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

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

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

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The following provisions are required and apply when federal funds are expended by HCDE for any contract resulting from this procurement process.

(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 federal funds are expended by HCDE, HCDE 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 AK 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 federal funds are expended by HCDE, HCDE 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. HCDE also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if HCDE believes, in its sole discretion that it is in the best interest of HCDE to do so. The vendor will be compensated for work performed and accepted and goods accepted by HCDE as of the termination date if the contract is terminated for convenience of HCDE. Any award under this procurement process is not exclusive and HCDE reserves the right to purchase goods and services from other vendors when it is in the best interest of HCDE.

**(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 federal funds are expended by HCDE on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES MK 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 federal funds are expended by HCDE, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES MK 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 federal funds are expended by HCDE, the vendor certifies that during the term of an award for all contracts by HCDE resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES MK 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 HCDE, the vendor certifies that during the term of an award for all contracts by HCDE resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES MK 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 HCDE, the vendor certifies that during the term of an award for all contracts by HCDE resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES MK 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 governmentwide 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 HCDE, the vendor certifies that during the term of an award for all contracts by HCDE resulting from this procurement process, the 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 MK 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 HCDE, the vendor certifies that during the term and after the awarded term of an award for all contracts by HCDE 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.
- (1) 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 MK Initials of Authorized Representative of vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –  
2 CFR § 200.333**

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When federal funds are expended by HCDE for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor 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 MK Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS  
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

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When federal funds are expended by HCDE for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES MK Initials of Authorized Representative of vendor

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

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When federal funds are expended by HCDE for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES MK Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES MK Initials of Authorized Representative of vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES MK Initials of Authorized Representative of vendor

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**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name/Company Name: Arthur J. Gallagher & Co.  
Address, City, State, and Zip Code: 5420 LBJ Freeway, Suite 400, Dallas, TX 75240  
Phone Number: 972-663-6113 Fax Number: 972-663-6036  
Printed Name and Title of Authorized Representative: Mike Kessler  
Email Address: mike.kessler@ajg.com  
Signature of Authorized Representative: *Mike Kessler*  
Date: 6/30/2017 Federal Tax ID # 36-2102482





**SB 9 Contractor Certification: Contractor Employees**  
*(As applicable)*

**Background:** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to HCDE that they have complied and must obtain similar certifications from their subcontractors. See *SB 9 Contractor Certification: Subcontractor attachment*. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

**Definitions:**

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

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

---

On behalf of Arthur J. Gallagher & Co. ("Contractor"), I, the undersigned authorized signatory Mike Kessler Mike Kessler for Contractor, certify to Harris County Department of Education ("HCDE") that [check one]:

None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

- Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
  - (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days.
  - (3) Upon request, Contractor will provide HCDE with the name and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.

If HCDE objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at HCDE.

I also certify to HCDE on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Mike Kessler  
Signature

Area Vice President  
Title

6/30/17  
Date

**SB 9 Contractor Certification: Subcontractor**  
*(As applicable)*

**Background:** Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to HCDE and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

**Definitions:**

**Covered employees:** Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. HCDE will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

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

---

**Not Applicable**

Subcontractor has entered into a contract with \_\_\_\_\_ ("Contractor"), to provide services in connection with the contract between Harris County Department of Education ("HCDE") and Contractor. I, the authorized signatory for Subcontractor, certify to HCDE and Contractor that [check one]:

None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days.
- (3) Upon request, Subcontractor will provide HCDE with the name and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.

If HCDE objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at HCDE.

I also certify to HCDE and Contractor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22.  
Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Regular Board Meeting**

7.I.

**Meeting Date:** August 21, 2019

**Title:** Consider approval of Certification of the Collection Rates and Calculation of the Effective and Rollback Rates by Harris County Tax Assessor

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

**Submitted By:** Jaime Martinez

**Recommended Action:** Approve

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

**Additional Resource Personnel:** Rosa Maria Torres

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

**Information**

**Posted Agenda Item:**

**Consider possible action on certification of the anticipated debt collections rate for the tax year 2019, certification of the excess debt collection rate for the tax year 2018 and the calculation of the 2019 Effective Tax Rate and Roll Back calculation to be prepared by Harris County Tax Assessor/Collector.**

**Subject:**

Consider possible action on certification of the anticipated debt collections rate for the tax year 2019, certification of the excess debt collection rate for the tax year 2018 and the calculation of the 2019 Effective Tax Rate and Roll Back calculation to be prepared by Harris County Tax Assessor/Collector.

**Rationale:**

In preparation of the 2019 Truth in Taxation calculations, the following information was received from the Harris County Tax Assessor/Collector.

The anticipated collection rate for 2019 is 99.06% as calculated under Sec. 26.012(2) and is to be entered on line 35 of the 2019 Rollback Tax Rate Worksheet.

Excess 2018 debt tax collections are \$0.00 and are to be entered on line 33 of the 2019 Rollback Tax Rate Worksheet. The amount of taxes refunded in tax year 2018 for prior years is \$501,647. Included in the amount are refunds for court decisions, Sec 25-25(b) and (c) corrections and Sec 31.11 payment errors. The amount is to be entered on line 13 of the 2019 Effective Tax Rate Worksheet.

NOTE: Tax Year 2019 figures are still pending from Harris County Tax Assessor's Office. The collection rate for calendar year 2018 was 98.17% and the refunds for 2017 were \$458,834.69. It is anticipated that HCAD will certify the tax roll by August 20, 2019

**Fiscal Impact**

**Attachments**

Department of Ed

**Form Review**

**Inbox**  
Assistant Superintendent - Business  
Form Started By: Jaime Martinez

**Reviewed By**  
Jesus Amezcua

**Date**  
08/06/2019 03:36 PM  
Started On: 07/25/2019 10:30 AM



## ANN HARRIS BENNETT

Tax Assessor-Collector & Voter Registrar  
www.hctax.net

July 30, 2019

Mr. Jaime Martinez  
Department of Education  
6300 Irvington Blvd.  
Houston, TX 77022-5618

Reference: Truth-In-Taxation

Dear Mr. Martinez:

The following information is provided for Department of Education's 2019 Truth-In-Taxation calculations. In accordance with the certification requirements of Sec. 26.04(b), Texas Property Tax Code, the following information is provided for use on the Rollback Tax Rate Worksheet:

The anticipated collection rate for 2019 is 99.06%, as calculated under Sec. 26.012(2).

Excess 2018 debt tax collections were \$0.00. This amount is to be used in the 2019 debt tax rate calculation because the 2018 actual debt tax collection rate met the anticipated 2018 debt collection rate which was equal to 100%, pursuant to Sec. 26.04(e)(3)(C), Texas Property Tax Code.

The amount of taxes refunded in tax year 2018 for prior tax years is \$501,647. Included in the amount are refunds from court decisions, Sec. 25.25(b) and (c) corrections, and Sec. 31.11 payment errors. The amount is to be entered on line 13 of the Effective Tax Rate Worksheet.

The 2019 tax roll is expected to be certified by the Harris County Appraisal District on August 2, 2019. The Harris County Tax Assessor-Collector's Office anticipates delivery of this roll the week of August 12, 2019.

Should you have any questions or need further assistance, please call me at 713-274-8172.

Sincerely,

*Jessica Adkins*

Jessica Adkins  
Jurisdiction Coordinator

**Regular Board Meeting**

7.J.

**Meeting Date:** August 21, 2019  
**Title:** HCDE Head Start Early Head Start Carryover Funds Notice of Award  
**Submitted For:** Venetia Peacock, Head Start **Submitted By:** Venetia Peacock  
**Recommended Action:** **HCDE Goal(s):**  
**Additional Resource Personnel:** **Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Consider acceptance of the carryover funds from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for the HCDE Head Start - Early Head Start Child Care Partnership in the amount of \$2,260,415.00 for a period of 09/01/2018 through 8/31/2019.**

**Subject:**

HCDE Head Start Early Head Start Carryover Funds Notice of Award

**Rationale:**

This grant action awards funds, in the amount of \$2,260,415.00, for the 09/01/2018 - 8/31/2019 budget period. This grant award action approves a waiver for a portion of the agency's non-Federal share match requirement. This action reduces the agency's amount of matching funds to \$111,000 for the 09/01/2018-08/31/2019 budget period.

**Fiscal Impact**

**Attachments**

EHS CCP Notice of Award

**Form Review**

**Inbox**

Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Sharon McBride  
Final Approval Date: 08/06/2019

**Reviewed By**

Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

07/30/2019 02:18 PM  
07/30/2019 04:28 PM  
08/06/2019 03:39 PM  
Started On: 07/25/2019 04:40 PM

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

<b>1. AWARDING OFFICE:</b> Office of Head Start	<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 06HP0028-04-02	<b>3a. AMEND. NO.:</b> 2
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**4. FAIN:** 06HP0028

<b>5. TYPE OF AWARD:</b> Service	<b>6. TYPE OF ACTION:</b> Carryover Request	<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.
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<b>8. BUDGET PERIOD:</b> 09/01/2018 THRU 08/31/2019	<b>9. PROJECT PERIOD:</b> 03/01/2015 THRU 08/31/2019	<b>10. CFDA NO.:</b> 93.600 - Head Start
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<b>11. RECIPIENT ORGANIZATION:</b> HARRIS COUNTY DEPARTMENT OF EDUCATION 6300 Irvington Blvd Houston, TX 77022-5618 Grantee Authorizing Official: Josh Flynn	<b>12. PROJECT / PROGRAM TITLE:</b> Early Head Start and Child Care Partnership
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<b>13. COUNTY:</b> Harris	<b>14. CONGR. DIST.:</b> 29	<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> Venetia Peacock Senior Director of Head Start
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<b>16. APPROVED BUDGET:</b>		<b>17. AWARD COMPUTATION:</b>	
Personnel.....	\$ 1,018,539.00	A. NON-FEDERAL SHARE.....	\$ 111,000.00 4.68%
Fringe Benefits.....	\$ 278,093.00	B. FEDERAL SHARE.....	\$ 2,260,415.00 95.32%
Travel.....	\$ 14,190.00	<b>18. FEDERAL SHARE COMPUTATION:</b>	
Equipment.....	\$ 14,063.00	A. TOTAL FEDERAL SHARE.....	\$ 2,260,415.00
Supplies.....	\$ 62,568.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$ 100,590.00
Contractual.....	\$ 488,289.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$	2,159,825.00
Facilities/Construction.....	\$ 0.00	<b>19. AMOUNT AWARDED THIS ACTION:</b>	\$ 0.00
Other.....	\$ 185,819.00	<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>	\$ 10,581,690.00
Direct Costs.....	\$ 2,061,561.00	<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b>	
Indirect Costs.....	\$ 198,854.00	Additional Costs	
In Kind Contributions.....	\$ 0.00	<b>22. APPLICANT EIN:</b>	<b>23. PAYEE EIN:</b>
Total Approved Budget.....	\$ 2,260,415.00	746001215	1746001215A1
		<b>24. OBJECT CLASS:</b> 41.51	

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	DUNS UNOBLIG.	NONFED %
	06HP002801	75-1516-1536	6-G063128	(\$86,090.00)	188326151	
	06HP002804	75-1516-1536	6-G063128	\$86,090.00		
	06HP002801	75-1516-1536	6-G063121	(\$14,500.00)		

**26. REMARKS:** (Continued on separate sheets)

<b>27. SIGNATURE - ACF GRANTS OFFICER</b> Clinton A Mcgrane 26 Federal Plaza Room 4114 New York, NY 10278 Phone: 212-264-2890 EXT 176	<b>ISSUE DATE:</b> 07/19/2019	<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b> Mr. Omar Barrett 07/19/2019
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<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b> Mrs. Tatia Long - Supervisory Program Specialist	<b>DATE:</b> 07/19/2019
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**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

<b>1. AWARDING OFFICE:</b> Office of Head Start		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 06HP0028-04-02	<b>3a. AMEND. NO.:</b> 2
<b>4. FAIN:</b> 06HP0028				
<b>5. TYPE OF AWARD:</b> Service		<b>6. TYPE OF ACTION:</b> Carryover Request		<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.
<b>8. BUDGET PERIOD:</b> 09/01/2018 THRU 08/31/2019	<b>9. PROJECT PERIOD:</b> 03/01/2015 THRU 08/31/2019	<b>10. CFDA NO.:</b> 93.600 - Head Start		
<b>11. RECIPIENT ORGANIZATION:</b> HARRIS COUNTY DEPARTMENT OF EDUCATION				

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED%
	06HP002804	75-1516-1536	6-G063121	\$14,500.00		



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

<b>1. AWARDING OFFICE:</b> Office of Head Start		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 06HP0028-04-02	<b>3a. AMEND. NO.:</b> 2
<b>4. FAIN:</b> 06HP0028				
<b>5. TYPE OF AWARD:</b> Service		<b>6. TYPE OF ACTION:</b> Carryover Request		<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ.
<b>8. BUDGET PERIOD:</b> 09/01/2018 THRU 08/31/2019	<b>9. PROJECT PERIOD:</b> 03/01/2015 THRU 08/31/2019	<b>10. CFDA NO.:</b> 93.600 - Head Start		
<b>11. RECIPIENT ORGANIZATION:</b> HARRIS COUNTY DEPARTMENT OF EDUCATION				

**STANDARD TERMS**

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

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

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

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children and Families U.S. Department of Health and Human Services Office of Grants Management ATTN: Grants Management Specialist 330 C Street, SW., Switzer Building Corridor 3200 Washington, DC 20201 AND  
U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)  
Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

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

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

This action reprograms unobligated funds of \$86,090.00 from Program Year 01, and funds of \$14,500.00 from Program Year 01 to Program Year 04 to complete approved program activities. The unobligated federal fund balance is reported as available in the grantee's Final Financial Report SF-425 for Grant No. 06HP0028/01. If the audit report for the periods including Grant No. 06HP0028/01 reflects a lower federal fund balance, it will be the responsibility of the grantee to cover any difference with non-federal funds.

Early Head Start population: 100 infants and toddlers.

Designated Early Head Start service area: City of Houston and surrounding areas; Harris County, Texas

Approved program options: Center-based.

\$14,062 in the Equipment Category is for the purchase of Security Camera System at the Baytown Head Start/ Early Head Start Center located at 317 Massey Tompkins Road, Baytown, Texas 770521. **WRITTEN APPROVAL OF THE REGIONAL OFFICE MUST BE OBTAINED TO USE THE EQUIPMENT FUNDS FOR ANY OTHER PURPOSE.**

This grant award action approves a waiver for a portion of the agency's non-Federal share match requirement. This action reduces the agency's amount of matching funds to \$111,000 for the 09/01/2018-08/31/2019 budget period.

## Terms and Conditions for Awards Involving Property

1. Under grant program regulations at 45 C.F.R. § 75.323, a property trust relationship exists for the benefit of the awarding program in all property the non-Federal entity acquires or improves with ACF funds, including real property, equipment and supplies. The non-Federal entity holds the property in trust for the beneficiaries of the project or program under which the property was acquired or improved. ACF may require the non-Federal entity to record liens or other appropriate notices such as Notices of Federal Interest to indicate that real property has been acquired or improved with Federal award funds and that use and disposition conditions apply to the property. The Federal interest in the property cannot be defeated by a grantee's failure to file an appropriate notice. A grantee may not encumber or permit a third party to encumber any property where federal funds were used for purchase, construction or renovation without ACF's written consent. Financing and refinancing a property with or without subordination of the Federal interest are encumbrance actions and subject to formal ACF approval.
2. The Federal interest in real property purchased, constructed or renovated with Federal funds does not expire but remains in place until formal disposition. When real property is no longer needed either because the non-Federal entity is leaving the program or for another reason, the non-Federal entity must obtain disposition instructions from the HHS awarding agency in accordance with 45 C.F.R. §75.318 (c) (1)-(3). While the awardee may indicate a disposition preference in the request for disposition instructions, ACF has the discretion to direct a different disposition option. The non-Federal entity must request disposition instructions within 60 days of project expiration or notice of termination. If the non-Federal entity fails to request disposition instructions, ACF will direct disposition. A grantee's failure to comply with ACF's disposition instructions will constitute a material violation of the terms and conditions of this grant award. Grantees are responsible for maintaining accurate and up-to-date records of any non-Federal contributions, including payments of principal and interest on loans, made towards the purchase, construction, or renovation of real property, and itemized records of the funding source of such contributions. Grantees must produce those records when requesting disposition. In accordance with 45 C.F.R. §75.320 (e), the grantee must request disposition instructions from ACF for equipment purchased with Federal funds and which is no longer needed either because the grantee is leaving the program or for another reason.
3. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination of support or completion of the project or program, at ACF's direction, the supplies must be transferred for use by another non-Federal entity.

**Regular Board Meeting**

**7.K.**

**Meeting Date:** August 21, 2019

**Title:** Authorized Investment Officers / Representatives

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

**Submitted By:** Jaime Martinez

**Recommended Action:** Approve

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars  
5. Recruit high-quality professionals

**Additional Resource Personnel:**

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

**Information**

**Posted Agenda Item:**

**Consider approval of a resolution amending the Authorized Representatives in the Lone Star,TEXPool, and TexSTAR investment pools** due to a change in investment responsibilities in the business office.

**Subject:**

Authorized Representatives in Lone Star,TEXPool, and TexSTAR investment pools; due to a change in responsibilities in business office

**Rationale:**

The investment responsibilities are delegated to the Investment Officers for the Department which include:  
Jesus Amezcua, Assistant Supt. for Business Services  
Stephanie Wright, Chief Accounting Officer  
Jaime Martinez, Business Analyst  
Stephanie Ritchie, Senior Accountant

TEXPool Investment Pool requires a resolution each time a person is added to the list of authorized representatives. The Lone Star Investment Pool (First Public) requires board approval each time there is an addition or deletion to the authroized list. TEXStar requires an authorized form each time a person is added/deleted to the list of authorized representatives.

**Fiscal Impact**

**Attachments**

- Lone Star Form
- TexPool Form
- TexStar Form
- Lone Star form 2

**Form Review**

**Inbox**  
Assistant Superintendent - Business

**Reviewed By**  
Jesus Amezcua

**Date**  
08/06/2019 03:36 PM

**Authorized Representative Add Form for Municipalities**

Name of Participant \_\_\_\_\_ Participant Number \_\_\_\_\_

**Addition of Authorized Representative**

In order to either (i) carry out the role of Investment Officer for the Participant or (ii) aid the Investment Officer of the Participant in the execution of his or her duties pursuant to Texas Government Code, Section 2256.003(c), as the case may be, the following officers, officials, employees, or contractors of the Participant are hereby designated as Authorized Representatives within the meaning of the Investment Agreement (Agreement). These designated Authorized Representatives have full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool (Lone Star) account from time to time in accordance with the Agreement and the Information Statement, and take all other actions deemed necessary or appropriate for the investment of local funds of the Participant:

	Rep #1	Rep #2	Rep #3
Printed Name	_____	_____	_____
Title	_____	_____	_____
E-mail address	_____	_____	_____
Signature	_____	_____	_____

In accordance with Lone Star procedures, an Authorized Representative shall promptly notify Lone Star of any changes in who is serving as Authorized Representative.

In addition to the foregoing Authorized Representatives, each Investment Officer of Lone Star appointed by the Lone Star Board of Trustees from time to time is hereby designated as an Investment Officer of the Government Entity and, as such, shall have responsibility for investing the share of Lone Star assets representing local funds of the Government Entity.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
*Printed Name, Chief Executive Officer*

\_\_\_\_\_  
*Printed Name, Secretary or Equivalent*

State of Texas,

County of \_\_\_\_\_

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to  
*(name of notary)* *(name of CEO and Clerk/Secretary)*

me (or proved to me on the oath of \_\_\_\_\_) or through \_\_\_\_\_ to be the person(s)  
*(person providing oath)* *(identification item)*

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Personalized Seal)

\_\_\_\_\_  
*Notary Public's Signature*



# Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

\* Required Fields

## 1. Resolution

WHEREAS,

Participant Name*	Location Number*					

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.		
	Name	Title
	Phone	Fax
	Signature	
2.		
	Name	Title
	Phone	Fax
	Signature	
3.		
	Name	Title
	Phone	Fax
	Signature	

**1. Resolution (continued)**

4.    
 Name Title  
    
 Phone Fax Email  
  
 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title  
    
 Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the  day of , 20.

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

Name of Participant\*

**SIGNED**

Signature\*  
  
Printed Name\*  
  
Title\*

**ATTEST**

Signature\*  
  
Printed Name\*  
  
Title\*

**2. Mailing Instructions**

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services  
1001 Texas Avenue, Suite 1400  
Houston, TX 77002

# ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES



PARTICIPANT NAME: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

## PART I: DELETIONS - Please enter the Authorized Representatives to be deleted.

1. \_\_\_\_\_ 3. \_\_\_\_\_  
2. \_\_\_\_\_ Inquiry: \_\_\_\_\_

## PART II: ADDITIONS - Please enter the Authorized Representatives to be added.

1. Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Title: \_\_\_\_\_  
2. Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Title: \_\_\_\_\_  
3. Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Title: \_\_\_\_\_

## PART III: APPROVALS - Please enter the names of all currently Authorized Representatives to authorize the deletions and additions of the individuals above.

1. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
2. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
3. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
4. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Official Seal of Participant  
\*(REQUIRED)\***

**\*REQUIRED\***  
**Attested By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_



# ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES



**PART IV: PRIMARY CONTACT [required]** - If the Primary Contact on file with TexSTAR was deleted in Part I of this form, please provide the name of the Authorized Representative that will be the Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexSTAR updates and other program mailings.

Name: \_\_\_\_\_

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

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

**PART V: INQUIRY ONLY [optional]** - If an Inquiry Only Representative was deleted in Part I and you wish to replace this representative or add an inquiry only representative to your TexSTAR account for the first time, please list this individual below. This limited representative cannot make deposits or withdrawals or sign Bank Information Sheets.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

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

If you have any questions regarding this form or the Authorized Representatives currently on file with TexSTAR for your entity, please contact TexSTAR Participant Services at 1-800-839-7827.

**Document with original signatures is required.**

Forms with alterations (i.e. white out, mark out, etc.) will NOT be accepted

Mail originals to TexSTAR Participant Services \* 1201 Elm Street, Suite 3500 \* Dallas, Texas 75270

**Authorized Representative Delete Form**

Name of Participant \_\_\_\_\_

Participant Number \_\_\_\_\_

**Deletion of Authorized Representative**

The following officers, officials, or employees of the Participant are hereby deleted as Authorized Representatives within the meaning of the Interlocal Agreement (Agreement), removing full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool account.

**Printed Name**

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

**Signature of Authorized Representative other than the one(s) listed above:**

\_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_

**Printed Name and Title**

**Regular Board Meeting**

7.L.

**Meeting Date:** August 21, 2019

**Title:** Schools Division-FY20 Student Code of Conduct

**Submitted For:** Anthony Mays, Schools

**Submitted By:** Denise Alamos

**Additional Resource  
Personnel:**

---

**Information**

**Posted Agenda Item:**

**Consistent with Board Policy FO (Legal), consider approval of the HCDE Schools Division -Student Code of Conduct** for school year 2019-2020.

**Subject:**

Consider approval of the HCDE Schools Division-Student Code of Conduct (Changes) for school year 2019-2020.

**Rationale:**

According to Board Policy FO (legal) The student Code of Conduct shall be approved by the Board.

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**Attachments**

Schools

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**Form Review**

Form Started By: Denise Alamos  
Final Approval Date: 07/29/2019

Started On: 07/29/2019 02:23 PM



# **Student Code of Conduct**

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## **SCHOOLS DIVISION**

**2019-2020**

**Revised July 2019 Student Code of Conduct**

**Model Student Code of Conduct**

Texas Association of School Boards

# ACKNOWLEDGMENT

## *Student Code of Conduct Hardcopy Distribution*

Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or appropriate campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student's school.

Thank you.

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

We acknowledge that we have received a copy of the Harris County Department of Education Student Code of Conduct for the **2019–2020** school year and understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

Print name of student: \_\_\_\_\_

Signature of student: \_\_\_\_\_

Print name of parent: \_\_\_\_\_

Signature of parent: \_\_\_\_\_

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

School: \_\_\_\_\_

Grade level: \_\_\_\_\_

Please sign this page, remove it, and return it to the student's school. Thank you.

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## STUDENT CODE OF CONDUCT

### Accessibility

If you have difficulty accessing the information in this document because of disability, please contact *Brenda Mullins, Director of Curriculum and Compliance, 713-696-8218*.

### Purpose

The Student Code of Conduct is the district's response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the Harris County Department of Education Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside of the school year until an updated version adopted by the board becomes effective for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be available at the office of the campus behavior coordinator and posted on the district's website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district's board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the student handbook, the Code shall prevail.

**Please Note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

## SCHOOL DISTRICT AUTHORITY AND JURISDICTION

School rules and the authority of the district to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on district transportation;
2. During lunch periods in which a student is allowed to leave campus;
3. While the student is in attendance at any school-related activity, regardless of time or location;

4. For any school-related misconduct, regardless of time or location;
5. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
6. When a student engages in cyberbullying, as provided by Education Code 37.0832;
7. When criminal mischief is committed on or off school property or at a school-related event;
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
9. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
10. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
11. When the student is required to register as a sex offender.

### **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at <https://hcde-texas.org/> and at <https://hcde-texas.org/schools>.

### **Threat Assessment and Safe and Supportive School Team**

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

### **Searches**

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable cause to believe it contains articles or materials prohibited by the district.

## **Reporting Crimes**

The principal or campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

## **Security Personnel**

To ensure sufficient security and protection of students, staff, and property, the board contracts police officers. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).T

## **‘Parent’ Defined**

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

## **Participating in Graduation Activities**

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code.

Participation might include a speaking role, as established by district policy and procedures. Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district’s Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the district’s Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

## **Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district’s grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 39, for information regarding a student assigned to DAEP at the time of graduation.

## STANDARDS FOR STUDENT CONDUCT

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

## GENERAL CONDUCT VIOLATIONS

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on Out-of-School Suspension, DAEP Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting as detailed in that section.

### **Disregard for Authority**

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct on district vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

### **Mistreatment of Others**

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault see DAEP Placement and Expulsion.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for all three terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.

- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individuals being recorded or in any way that disrupts the educational environment or invades the privacy of others.

### **Property Offenses**

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief see DAEP Placement or Expulsion.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft see DAEP Placement and Expulsion.)

### **Possession of Prohibited Items**

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- Knuckles;
- \*A location-restricted knife;
- \*A club;
- \*A firearm
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;

- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

For weapons and firearms see DAEP- Placement and Expulsion for Certain Offenses on page 43. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### **Possession of Telecommunications or Other Electronic Devices**

Students shall not:

- Display, turn on, or use a telecommunications device, including a cellular telephone, or other electronic device on school property during the school day.

### **Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 28 and **Expulsion** on page 46 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See glossary for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See glossary for “abuse.”)
- Abuse over-the-counter drugs. (See glossary for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See glossary for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including but not limited to computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the Internet or other electronic communications to threaten or harass district

students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the right of another student at school.

- Send, post, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use e-mail or websites to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

### **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the student handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

## **DISCIPLINE MANAGEMENT TECHNIQUES**

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management technique, including restorative practices. Discipline shall be based on the seriousness of the offense, the student’s age and grade level, the frequency of misbehavior, the student’s attitude,

the effect of the misconduct on the school environment, and statutory requirements.

### **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, the district law shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who is enrolled in a special education program may not be disciplined for conduct meeting the definition of bullying, harassment, or making hit lists (see glossary) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

### **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger Management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.
- Assignment of school duties such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this



Code.

- Placement in a DAEP, as specified in the DAEP section of this Code.
- Placement and/or expulsion in an alternative educational setting, as specified in the **Placement and/or Expulsion for Certain Offenses** section of this Code.
- Expulsion, as specified in the Expulsion section of this Code.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

### **Notification**

The campus administrator/campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent

written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through *Policy On Line* at the following address: <http://pol.tasb.org/Home/Index/578>

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance.

## **REMOVAL FROM THE SCHOOL BUS**

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

## **REMOVAL FROM THE REGULAR EDUCATIONAL SETTING**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

### **Routine Referral**

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

### **Formal Removal**

A teacher may also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with

the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or

2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent; the student; the teacher, who removed the student from class and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

### **Returning Student to Classroom**

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent, if the placement review committee determines that the teacher's class is the best or only alternative available.

## **OUT-OF-SCHOOL SUSPENSION**

### **Misconduct**

Students may be suspended for any behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or

- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

### **Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

### **DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM (DAEP) PLACEMENT**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary

school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student’s disciplinary history.
4. A Disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct.,
5. A student’s status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student’s status as homeless.

### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

### **Misconduct Identified in State Law**

In accordance with state law, a student may be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student’s consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Any criminal mischief, including a felony.

In accordance with state law, a student may be placed in a DAEP if the superintendent or the superintendent’s designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses involving injury to a person in Title 5 (see glossary) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student’s presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator may, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

A student must be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See glossary.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see glossary) under Texas Penal Code 22.01(a)(1).
  - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for “under the influence.”)
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See glossary)
  - Engages in conduct that contains the element of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this Code.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  1. The student receives deferred prosecution (see glossary),
  2. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
  3. The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault

against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Process**

Removals to a DAEP shall be made by the campus administrator/campus behavior coordinator.

### **Conference**

When a student is removed from class for a DAEP offense, the campus administrator/campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history.
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless

### **Placement Order**

After the conference, if the student is placed in the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the

time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

### **LENGTH OF PLACEMENT**

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

#### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees, or

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

#### **Exceeds School Year**

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see glossary) that violates the district's Code.

#### **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

### **APPEALS**



Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy Online at the following address: <https://pol.tasb.org/Home/Index/578>

Appeals shall begin at Level One with the campus principal.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

### **RESTRICTIONS DURING PLACEMENT**

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

The district shall provide transportation to students in a DAEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

#### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

#### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

#### **Notice of Criminal Proceedings**

The office of the prosecuting attorney shall notify the district if a student was placed in a DAEP for certain offenses including any felony, unlawful restraint, indecent exposure, assault, deadly conduct, terroristic threats, organized crime, certain drug offenses, or possession of a weapon, and:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient

evidence and no formal proceedings, deferred adjudication (see glossary), or deferred prosecution will be initiated; or

2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal during Process**

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then reenrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district.

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district. The district may place the student in the district's DAEP or a regular classroom setting.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total

placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

### **Emergency Placement Procedure**

When an emergency placement occurs, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

## **PLACEMENT AND/OR EXPULSION FOR CERTAIN OFFENSES**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### **Newly Enrolled Student**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an

additional semester in an alternative placement without conducting a review of the placement.

### **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

### **Certain Felonies**

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student **may** be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

### **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

### **Length of Placement**

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

## **Placement Review**

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

## **Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

## **EXPULSION**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless

## **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 28)

## **Any Location**

A student may be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student, without regard to where the conduct occurs:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.

- Capital murder.
- Criminal attempt to commit murder or capital murder.
- Aggravated robbery.
- Breach of computer security.
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

### **At School, Within 300 Feet, or at a School Event**

A student may be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See glossary for “under the influence.”)
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See glossary.)

### **Within 300 Feet of School**

A student may be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student’s person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

### **Property of Another District**

A student may be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

### **While in DAEP**

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Educational Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1), of a student or district employee.

### **Mandatory Expulsion: Misconduct That Requires Expulsion**

A student must be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

#### **Under Federal Law**

Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

#### **Under the Penal Code**

Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:

- A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
- A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Aggravated robbery.
- Manslaughter.
- Criminally negligent homicide.
- Continuous sexual abuse of a young child or children.
- Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

### **Under Age Ten**

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### **Process**

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

### **Hearing**

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The hearing shall be conducted by the board of trustees of the home district and the decision to



expel shall be made by the board,

### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation.

Consequences shall not be deferred pending the outcome of the hearing.

### **Expulsion Order**

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Home district shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the board of the home district or its designee shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

### **Length of Expulsion**

The length of an expulsion shall be based on to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

### **Withdrawal during Process**

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then reenrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

### **Restrictions during Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### **Newly Enrolled Students**

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion occurs, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

The home district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

## GLOSSARY

The glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Student Code of Conduct.

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Texas Penal Code 29.03(a) when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a. 65 years of age or older, or
  - b. A disabled person.

**Armor-piercing ammunition** is handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - 1) Knowing that it is within the limits of an incorporated city or town,
    - 2) Knowing that it is insured against damage or destruction,
    - 3) Knowing that it is subject to a mortgage or other security interest,
    - 4) Knowing that it is located on property belonging to another,
    - 5) Knowing that it has located within it property belonging to another, or
    - 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damages or destroys a building belonging to another, or
  - b. Recklessly causes another person to suffer bodily injury or death.

**Assault** is defined in part by Texas Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Bullying** is when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the district and a school district's board of trustees or the board's designee determines that the behavior:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it:

1. Exploits an imbalance of power between the student perpetrator who is engaging in bullying and the student victim through written or verbal expression or physical conduct; and
2. Interferes with a student's education or substantially disrupts the operation of a school.

**Chemical dispensing device** is a device designed, made, or adapted for the purpose of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, mace, and tomahawk are in the same category.

**Criminal street gang** is three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is the use of any electronic communication device to engage in bullying or intimidation.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False Alarm or Report** occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm silencer** means any device designed, made, or adapted to muffle the report of a firearm.

**Graffiti** are markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Harassment** is:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL); or
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety.

**Hazing** is an intentional or reckless act, on or off campus, by one person alone or acting with others, that endangers the mental or physical health or safety of a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization.

**Hit list** is a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Knuckles** are any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Machine gun** is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one's person or in one's personal property, including but not limited to clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any other school property used by the student, including but not limited to a locker or desk.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

**Reasonable belief** is a determination made by the superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

**Self-defense** is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Section 21.07, Penal Code;
  - b. Indecent exposure under Section 21.08; Penal Code;
  - c. Criminal mischief under Section 28.03, Penal Code;
  - d. Personal hazing under Section 37.152; or
  - e. Harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

**Serious or persistent misbehavior** includes but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete school work as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Section 46.01 of the Penal Code as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5** offenses are those that involve injury to a person and include:

- Murder;
- Kidnapping;
- Trafficking of persons;
- Smuggling or continuous smuggling of persons;
- Assault;
- Aggravated assault;
- Sexual assault;
- Aggravated sexual assault;
- Unlawful restraint;
- Voyeurism;
- Indecency with a child;
- Invasive visual recording;
- Disclosure or promotion of intimate visual material;
- Injury to a child, an elderly person, or a disabled person of any age;
- Abandoning or endangering a child;
- Deadly conduct;
- Terroristic threat;
- Aiding a person to commit suicide; and
- Tampering with a consumer product.

[See FOC(EXHIBIT)]



**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one's body, by any means, a prohibited substance.

**Zip gun** is a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



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**Regular Board Meeting**

7.M.

**Meeting Date:** August 21, 2019  
**Title:** Fortis Academy Camera System  
**Submitted For:** Richard Vela, Facilities

**Submitted By:** Julie Carson  
**HCDE Goal(s):** 2. Deliver value responsibly

**Recommended Action:** Approve

**Additional Resource Personnel:** Rich Vela, Joe Carreon, Jesus Amezcua, Bill Monroe, Julie Carson, Yaritza Roman

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Consider approval of Job Order Contract for the Fortis Academy Camera System Upgrade Project with Quality Security Systems (job no. 15/037JN-07) in the total amount of \$60,744.55.**

**Subject:**

Fortis Academy camera system upgrade project

**Rationale:**

Consider approval of the Job Order Contract for the camera system upgrade at Fortis Academy with Quality Security Systems job no. 15/037JN-07 in the total amount of \$ 60,744.55. This upgrade is necessary due to several cameras not working, the entire DVR system is in need of an upgrade, and the entire technology system needs to be changed out.

**Fiscal Impact**

**Included in FY budget Y/N::** Y

**Included in current budget amendment::**

**Attachments**

quote  
quote  
1295  
Contract

**Form Review**

**Inbox**  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Julie Carson  
Final Approval Date: 08/06/2019

**Reviewed By**  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**  
07/31/2019 03:19 PM  
07/31/2019 04:19 PM  
08/06/2019 03:41 PM  
Started On: 07/29/2019 04:47 PM



For :

HCDE FORTIS ACADEMY

**Hcde Camera Sys Fortis**

Quality Security Systems  
 220 Barren Springs Drive Ste #4  
 Houston, Tx 77090  
 281-820-9650 Fax 281-820-9797

HCDE FORTIS ACADEMY  
 RICHARD  
 FACILITIES  
 11902 SPEARS RD  
 HOUSTON, TX 77067  
 Tel: 7136946300

HCDE FORTIS ACADEMY  
 RICHARD  
 FACILITIES  
 11902 SPEARS RD  
 HOUSTON, TX 77067  
 Tel: 7136946300

<b>Mfr-Part No.</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended</b>
I3INTERNA-U3I	1	Serv,240GB SSD OS,0TB,SBB41,Xeon,8GB,Win10,GTX2070		
I3INTERNA-VE1	1	Analytic Facial Blurring		
I3INTERNA-VA-UPG	1	Analytic Software VA or Ai Patent Fee		
I3 International-VL-PI	18	VideoLogics & Artificial Intelligence		
I3INTERNA-SBB4-1	1	Add 1 SBB41+1 RAID640+Installation,JBOD		
I3 International-CMS-HM	1	CMS-HM - CMS Twice a day Health Monitoring Module		
I3 International-EPCI-NIC	1	EPCI-NIC Pre-Installed Additional Network Card		
I3INTERNA-HDD12	6	12TB WD Ultrastar Hard Drive		
I3INTERNA-S242	2	24 Port PoE 1Gb N/W Switch + 4 (1G/10G)		
I3 International-IPP-PI	36	SRX Upg IP 1Ch SW Pre-inst'd SW for Additional IP ChannelsSRX Upg		
I3 International-DB60	4	DB60 Wallmount Goose Neck Camera Bracket		
I3INTERNA-AX78R	4	6MP IP fish eye 360o OD Dome		
I3INTERNA-AX75RM V2	17	4MP 3-10.5 mm Motorized Dome+Audio		
WINCITWIR-555610	8400	White Cat5e Plenum		
WINCITWIR-665610-110DB	4000	Cat5e Direct Burrial		
QSS-SERVICE	8	To Remove Old Classroom Cameras		
QSS-MISC	1	MISC HARDWARE CONDUIT,BOXES, FLEX,TAPE & CABLE TIES.		
ADI-PRO1500RT	1	MINUTE MAN RACK MOUNT 1500 UPS		
WE-ER27	1	27 SPACE RACK W/ ACTIVE COOLING		
ADI-DTK120HW	2	The DTK-120HW provides surge protection for 120VAC equipment pan		
ADI-OE-19LED	1	WBox 19 inch Monitar		

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: 8/22/2019  
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.

This \*\* Proposal \*\* is Valid for 30 Days.

Freight: 400.00

Shipping & Handling: \$ 400.00

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

Project Total: \$ 60,744.55

Quality Security Systems

HCDE Fortis Academy Camera Upgrade  
 11902 Spears Rd Houston Tx  
 HOUSTON TX

Data Release : Year 2019 Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
21	282323500400	Video surveillance cameras, internet protocol (IP) network, day/night, color, includes power supply	Ea.	\$ 33,621.84	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	282323500400	Cleaning up, clean up after job completion, allow, min	Job	\$ 100.80	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
1	280519110400	Digital video recorder, pentaplex hybrid, internet protocol, and hard drive, 16 channel	Ea.	\$ 4,685.59	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	280519110400	Cleaning up, clean up after job completion, allow, min	Job	\$ 14.06	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
2	282323500220	Video surveillance camera accessories, multiple camera video recorder	Ea.	\$ 4,091.48	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	282323500220	Cleaning up, clean up after job completion, allow, min	Job	\$ 12.27	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
15	271513137214	Unshielded twisted pair (UTP) cable, stranded, PVC jacket, #24, 4 pair, category 5e	C.L.F.	\$ 1,404.45	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513137214	Cleaning up, clean up after job completion, allow, min	Job	\$ 4.22	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
25	280505101060	Video camera, electrical demolition, remove	Ea.	\$ 1,832.50	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	280505101060	Cleaning up, clean up after job completion, allow, min	Job	\$ 5.50	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
36	IPP-PI	1Ch SW Pre-instl SW for Additional IP ChannelsSRX Upg	Ea.	\$ 10,506.60	USER	Year 2019	TEXAS / HOUSTON (770-772)	
18	VL-PI	Video Logics & Artificial Intelligence	Ea.	\$ 4,329.54	USER	Year 2019	TEXAS / HOUSTON (770-772)	
6	HDD12	12 TB Ultrastar Hard Drive	Ea.	\$ 6,493.50	USER	Year 2019	TEXAS / HOUSTON (770-772)	
1	SBB4-1	Add 1 SBB41+1 Raid640+JBOD	Ea.	\$ 1,342.13	USER	Year 2019	TEXAS / HOUSTON (770-772)	
1	EPCI-NIC	Pre Installed Additional Network Card	Ea.	\$ 191.93	USER	Year 2019	TEXAS / HOUSTON (770-772)	
1	1500 UPS	Rack Mount 1500 UPS	Ea.	\$ 1,686.53	USER	Year 2019	TEXAS / HOUSTON (770-772)	





# 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:  
 2019-522238

Date Filed:  
 07/29/2019

**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

Date Acknowledged:

**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  
 Fortis Camera System

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.**

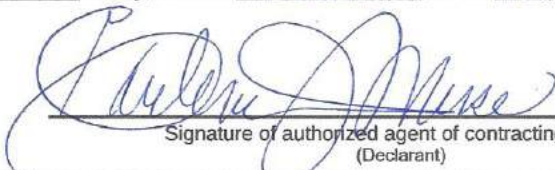
**6 UNSWORN DECLARATION**

My name is Earlene Muse, and my date of birth is 1/6/1959.

My address is 220 Barren Springs Dr. <sup>St#4</sup> Houston Tx 77090.  
(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 29 day of July, 2019.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)

## Job Order Contract

This 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 ("Contractor"), whose main office address is 220 Barren Springs Drive Ste #4, Houston, Texas 77090 for Job Order Contracting Services, effective as of July 29<sup>th</sup>, 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 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 #\_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 term of this Contract shall be from August 22<sup>nd</sup>, 2019 (date) through January 30th, 2020(date). 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, 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 this Contract is \$60,744.55. 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 Maintenance Director 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 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 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: Harris County Dept of Education  
6300 Irvington Blvd/Houston, Texas  
77022

24.2.2 With Copies to:

24.2.3 If to Contractor: Quality Security Systems (Company Name)  
220 Barren Springs Drive Suite #4 Address)  
Houston, Texas 77090 (City, State, Zip Code)  
Pate Muse (Contact Person)  
281-820-9797 (Fax)

#### 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 Harris County Department of Education**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**CONTRACTOR Quality Security Systems**

By: *Pate L. Muse III*  
Name: Pate L. Muse III  
Title: President

7/30/19  
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 Contract ("Contract") between Harris County Department of Education (Owner) and Facilities Sources (Job Order Contractor) dated July 29<sup>th</sup>, 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: HCDE Camera System

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 January 30<sup>th</sup>, 2020. The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be \$0. The Date of Commencement is August 22<sup>nd</sup>, 2019..
3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) Fortis Academy
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$60,744.55, 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

**AUTHORIZED AND ACCEPTED:**

JOB ORDER CONTRACTOR/ Quality Security Systems

By:   
Name: Pate L. Muse III  
Title: President

Date: 7/31/19

**OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

EXHIBIT A: Contractor's Job Order Proposal, dated July 24<sup>th</sup>, 2019



**\*\* Proposal \*\***  
**Project Number: 1448**

7/24/2019

For :  
 HCDE FORTIS ACADEMY  
 Hcde Camera Sys Fortis

Quality Security Systems  
 220 Barren Springs Drive Ste #4  
 Houston, Tx 77090  
 281-820-9650 Fax 281-820-9797

HCDE FORTIS ACADEMY  
 RICHARD  
 FACILITIES  
 11902 SPEARS RD  
 HOUSTON, TX 77067  
 Tel: 7136946300

HCDE FORTIS ACADEMY  
 RICHARD  
 FACILITIES  
 11902 SPEARS RD  
 HOUSTON, TX 77067  
 Tel: 7136946300

Mfr-Part No.	Qty	Description	Unit Price	Extended
I3INTERNA-U3I	1	Serv,240GB SSD OS,0TB,SBB41,Xeon,8GB,Win10,GTX2070		
I3INTERNA-VE1	1	Analytic Facial Blurring		
I3INTERNA-VA-UPG	1	Analytic Software VA or Ai Patent Fee		
I3 International-VL-PI	18	VideoLogics & Artificial Intelligence		
I3INTERNA-SBB4-1	1	Add 1 SBB41+1 RAID640+Installation,JBOD		
I3 International-CMS-HM	1	CMS-HM - CMS Twice a day Health Monitoring Module		
I3 International-EPCI-NI C	1	EPCI-NIC Pre-Installed Additional Network Card		
I3INTERNA-HDD12	6	12TB WD Ultrastar Hard Drive		
I3INTERNA-S242	2	24 Port PoE 1Gb N/W Switch + 4 (1G/10G)		
I3 International-IPP-PI	36	SRX Upg IP 1Ch SW Pre-instl SW for Additional IP ChannelsSRX Upg		
I3 International-DB60	4	DB60 Wallmount Goose Neck Camera Bracket		
I3INTERNA-AX78R	4	6MP IP fish eye 360o OD Dome		
I3INTERNA-AX75RM V2	17	4MP 3-10.5 mm Motorized Dome+Audio		
WINCITWIR-555610	8400	White Cat5e Plenum		
WINCITWIR-665610-110DB	4000	Cat5e Direct Burrial		
QSS-SERVICE	8	To Remove Old Classroom Cameras		
QSS-MISC	1	MISC HARDWARE CONDUIT,BOXES, FLEX,TAPE & CABLE TIES.		
ADI-PRO1500RT	1	MINUTE MAN RACK MOUNT 1500 UPS		
WE-ER27	1	27 SPACE RACK W/ ACTIVE COOLING		
ADI-DTK120HW	2	The DTK-120HW provides surge protection for 120VAC equipment pan		
ADI-OE-19LED	1	WBox 19 inch Monitar		

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: \_\_\_\_\_ 8/22/2019

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.

<u>Mfr-Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended</u>
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This \*\* Proposal \*\* is Valid for 30 Days.

Freight: 400.00

Shipping & Handling: \$ 400.00

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

Project Total: \$ 60,744.55

Quality Security Systems

HCDE Fortis Academy Camera Upgrade  
11902 Spears Rd Houston Tx  
HOUSTON TX

Data Release : Year 2019 Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
21	282323500400	Video surveillance cameras, internet protocol (IP) network, day/night, color, includes power supply	Ea.	\$ 33,621.84	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	282323500400	Cleaning up, clean up after job completion, allow, min	Job	\$ 100.80	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
1	280519110400	Digital video recorder, pentaplex hybrid, internet protocol, and hard drive, 16 channel	Ea.	\$ 4,685.59	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	280519110400	Cleaning up, clean up after job completion, allow, min	Job	\$ 14.06	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
2	282323500220	Video surveillance camera accessories, multiple camera video recorder	Ea.	\$ 4,091.48	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	282323500220	Cleaning up, clean up after job completion, allow, min	Job	\$ 12.27	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
15	271513137214	Unshielded twisted pair (UTP) cable, stranded, PVC jacket, #24, 4 pair, category 5e	C.L.F.	\$ 1,404.45	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	271513137214	Cleaning up, clean up after job completion, allow, min	Job	\$ 4.22	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
25	280505101060	Video camera, electrical demolition, remove	Ea.	\$ 1,832.50	STD	Year 2019	TEXAS / HOUSTON (770-772)	
1	280505101060	Cleaning up, clean up after job completion, allow, min	Job	\$ 5.50	OPN	Year 2019	TEXAS / HOUSTON (770-772)	[Adjusted by 017413200020]
36	IPP-PI	1Ch SW Pre-Instid SW for Additional IP ChannelsSRX Upg	Ea.	\$ 10,506.60	USER	Year 2019	TEXAS / HOUSTON (770-772)	
18	VL-PI	Video Logics & Artificial Intelligence	Ea.	\$ 4,329.54	USER	Year 2019	TEXAS / HOUSTON (770-772)	
6	HDD12	12 TB Ultrastar Hard Drive	Ea.	\$ 6,493.50	USER	Year 2019	TEXAS / HOUSTON (770-772)	
1	SBB4-1	Add 1 SBB41+1 Raid640+JBOD	Ea.	\$ 1,342.13	USER	Year 2019	TEXAS / HOUSTON (770-772)	
1	EPCHNIC	Pre Installed Additional Network Card	Ea.	\$ 191.93	USER	Year 2019	TEXAS / HOUSTON (770-772)	
1	1500 UPS	Rack Mount 1500 UPS	Ea.	\$ 1,686.53	USER	Year 2019	TEXAS / HOUSTON (770-772)	

1	282323500540	Video surveillance monitors, color flat screen, liquid crystal display (LCD), high resolution, 19"	Ea.	\$	862.04	STD	Year 2019	TEXAS / HOUSTON (770-772)
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**Subtotal w /1.0 coefficient**      \$ 71,184.98  
**Project Specific Discount**      \$10,440.43  
**Project Total**      \$60,744.55

# 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:  
2019-522238

Date Filed:  
07/29/2019

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  
Fortis Camera System

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.

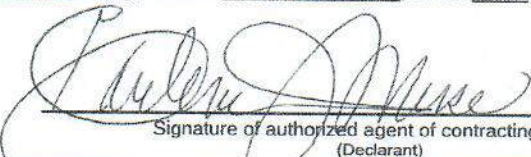
### 6 UNSWORN DECLARATION

My name is Earlene Muse, and my date of birth is 1/6/1959.

My address is 220 Barren Springs Dr. <sup>St.#4</sup> Houston, Tx, 77090.  
(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 29 day of July, 20 19.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



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.

2258.022. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

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	\$21.80
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.00
Drywall Installers; Ceiling Installers	\$15.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$18.13
Glaziers	\$19.67
Heavy Equipment Operators	\$18.16
Insulators	\$18.10
Ironworkers	\$18.14
Laborers, General	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.63
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$26.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.48
Sprinkler Fitters	\$26.10
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 225a.

Prevailing Wage Rates  
Worker Classification Definition Sheet

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsmen who work with masonry products, stone, brick, block or any material substitutable for those materials & accessories.
Carpenter / Cabinetworker	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 forms, cures 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	Craftsmen 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 scrapers, track-laying back-filler, power excavator shovel, wheel trucks, all trenching machines.
Insulator	Worker who applies, repairs or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel frames & installs structural concrete Rebar, hauling, digging, clean-up.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, installing, 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 vibrator, concrete mixer (over than 1000), hoist, hoistway.
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 & sign pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, taps and bedding.
Pipfitter	Trained worker who installs piping systems, chilled water piping & hot water heating piping, radiantly heated concrete, sludge, hot air & steam, and compressed air systems.
P plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofing	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	Craftsmen who place & finish Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproof / Caulker	Worker who applies water proofing material to buildings. Products include cement, caulk, sheet membrane, liquid membrane, etc. used, rolled or brushed.

**Regular Board Meeting**

7.N.

**Meeting Date:** August 21, 2019  
**Title:** Fortis Academy Challenge Course  
**Submitted For:** Richard Vela, Facilities

**Submitted By:** Julie Carson  
**HCDE Goal(s):** 2. Deliver value responsibly

**Recommended Action:** Approve

**Additional Resource Personnel:** Joe Carreon

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Consider approval of Job Order Contract for the Challenge Course Project at Fortis Academy with Facilities Sources (job no. 16/054JN-04) in the total amount of \$88,835.66.**

**Subject:**  
Challenge Rope Course for Fortis Academy

**Rationale:**  
Consider approval of Job Order Contract for the Challenge Course Project at Fortis Academy with Facilities Sources job no. 16/054JN-04 in the total amount \$88,835.66. The project will consist of installing one challenge course with both high and low elements; which are broken out on the attached quote.

**Fiscal Impact**

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

**Attachments**

quote  
1295  
contract

**Form Review**

**Inbox**  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Julie Carson  
Final Approval Date: 08/06/2019

**Reviewed By**  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**  
07/31/2019 09:23 AM  
07/31/2019 12:14 PM  
08/06/2019 03:41 PM  
Started On: 07/29/2019 05:07 PM



July 18, 2019  
Ltr. No.: 019-1739-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-101-87-22754**

Project Location: Fortis Academy  
Project Title: **Challenge Course**

Dear Mr. Carreon,

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal scope is per e-mail request for proposal from Harris County Department of Education representative on June 4, 2019 and scope of work provided to install one Challenge Course with both high and low elements to match drawings provided by Adventure Construction, LLC.

This proposal was prepared using RS Means Facilities Cost Data 2019. See detailed estimate attached.

The proposed price prior to bonding is: ..... \$ 86,668.94  
The reimbursable bond cost is: ..... \$ 2,166.72  
**The Grand Total Fixed Price is:..... \$ 88,835.66**

Material and Equipment is: ..... \$ 26,896.66  
Labor w/OH&P is: ..... \$ 59,772.28

Detailed Scope Includes:

<u>Low Elements</u>	
<ul style="list-style-type: none"> <li>• Three (3) 30' Class 3 CCA poles</li> <li>• One (1) 20' Class 3 CCA Pole</li> <li>• Team wall with belay (12")</li> </ul>	<ul style="list-style-type: none"> <li>• Spider Web</li> <li>• Low swinging log</li> <li>• Ladders and steps</li> </ul>
<u>High Elements</u>	
<ul style="list-style-type: none"> <li>• Three pole deck tower</li> <li>• Climbing Wall (27' flat with ladder / vertical belay)</li> <li>• Platform two pole</li> <li>• Belay cable continuous – 60'</li> <li>• Belay cable tower</li> <li>• Guy wires with anchors</li> </ul>	<ul style="list-style-type: none"> <li>• Three pole deck tower</li> <li>• Climbing Wall (27' flat with ladder / vertical belay)</li> <li>• Platform two pole</li> <li>• Belay cable continuous – 60'</li> <li>• Belay cable tower</li> </ul>

Qualifications:

- No removal or handling of any hazardous materials is included in this proposal.
- All work will be performed per local, State and National building codes.
- Permitting is not included in the proposal.

The proposed project duration is 60 days after funding approval and access is granted.

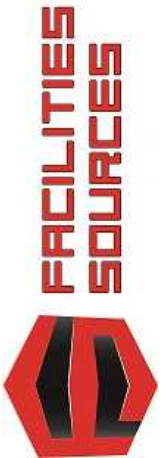
Please direct any questions to Wayne Bryant at (713) 337-5721.  
This proposal is good for 30 days from the above date.

Sincerely,

Wayne Bryant  
Project General Manager

Attachments: RS Means Estimate

Dura Pier Facilities Services, LTD 13124 Player St. Houston, Texas 77045  
Phone: (713) 337-5700 Fax: (713) 721-3788



**Final Estimate**  
Wayne Bryant  
Facilities Sources

16/054JN-04 - HCDE (Choice Partners) - Option #1 - 8/16/2018 to 8/15/2019  
HCDE - Fortis Academy - Challenge Course - 87-22754  
Wayne Bryant

**Estimator: Wayne Bryant** **HCDE - Fortis Academy - Challenge Course**

Estimate Scope: Scope of work based on Construction Drawings provided by Harris County Department of Education via e-mail on 06/04/19 - Drawings dated 05/29/18.  
Proposal excludes Architectural and Engineering Services.

**Totalling Components**

Price Line Items	\$105,139.92	Total Construction Cost	\$86,668.94
RSMeans HOUSTON, TX CCI 2019Q2, 89.60%	\$(10,934.55)	Payment and or Performance Bond (2.5000%)	\$2,166.72
Choice Partners Coefficient (-8.0000%)	\$(7,536.43)	Builders Rick Insurance ()	
Non Prepriced Markup (Subcontractor Quote) (15.0000%)		Estimate Grand Total	\$88,835.66

**Material, Labor, and Equipment Totals (No Totalling Components)**

Material:	\$21,377.37
Labor:	\$72,511.02
Equipment:	\$11,251.52
Other:	\$0.01
Laborhours:	680.00
Green Line Items:5	\$7,701.25

**Priced/Non-Priced**

Total Priced Items:	51	\$105,139.92	0.00%
Total Non-Priced Items:	0	\$0.00	
	51	\$105,139.92	

**Grand Total**

**\$88,835.66**

# Final Estimate

## Estimator: Wayne Bryant HCDE - Fortis Academy - Challenge Course

Item	Description	UM	Quantity	Unit Cost	Total	Book
1	01-31-13-20-0160 Field personnel, general purpose laborer, average Two Men - two weeks each. 2+2 = 4.00	Week	4.0000	\$2,650.00	\$10,600.00	RSM19eFAC L, O&P
2	01-31-13-20-0200 Field personnel, project manager, average Dedicated ACCT Certified Project Manager	Week	2.0000	\$4,000.00	\$8,000.00	RSM19eFAC L, O&P
3	01-31-13-20-0240 Field personnel, superintendent, minimum ACCT Certified Design and Implementation of Ropes Course - Qualified Course Professional - State Training for Ropes Course.	Week	1.0000	\$3,400.00	\$3,400.00	RSM19eFAC L, O&P
4	01-54-33-20-0055-3 Rent per week for earthwork equipment rental, without operators, earth auger, truck mounted, for fence and sign posts, utility poles	Ea.	1.0000	\$1,512.50	\$1,512.50	RSM19eFAC E, O&P
5	01-54-33-20-4880-1 Hourly operating cost for earthwork equipment rental, without operators, skid steer loader, wheeled, 10 C.F., 30 H.P. gas 8*11 = 88.00	Ea.	88.0000	\$10.53	\$926.64	RSM19eFAC E, O&P
6	01-54-33-20-4880-3 Rent per week for earthwork equipment rental, without operators, skid steer loader, wheeled, 10 C.F., 30 H.P. gas Equipment for installation and grading after final construction is completed.	Ea.	1.5000	\$539.00	\$808.50	RSM19eFAC E, O&P
7	01-54-33-40-0070-1 Hourly operating cost for general equipment rental, without operators, aerial lift, articulating boom, diesel, to 45' high, 500 lb. capacity Two lifts - two weeks each ((10*8)*2) = 160.00	Ea.	160.0000	\$10.95	\$1,752.00	RSM19eFAC E, O&P
8	01-54-33-40-0070-3 Rent per week for general equipment rental, without operators, aerial lift, articulating boom, diesel, to 45' high, 500 lb. capacity Two lifts - two weeks each. 2*2 = 4.00	Ea.	4.0000	\$907.50	\$3,630.00	RSM19eFAC E, O&P
9	01-54-33-40-6410-4 Rent per month for general equipment rental, without operators, toilet, portable chemical	Ea.	1.0000	\$221.10	\$221.10	RSM19eFAC E, O&P
10	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	Ea.	2.0000	\$196.00	\$392.00	RSM19eFAC L, E, O&P
11	01-54-36-50-1300 Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, equipment hauled on towed trailer, 3-ton capacity	Ea.	4.0000	\$305.00	\$1,220.00	RSM19eFAC L, E, O&P
12	01-56-26-50-0200 Temporary fencing, rented chain link, 6' high, to 1000', up to 12 months	L.F.	500.0000	\$6.00	\$3,000.00	RSM19eFAC M, L, O&P
13	01-71-23-13-1100 Construction layout, crew for layout of building, trenching or pipe laying, 2 person crew	Day	2.0000	\$1,375.00	\$2,750.00	RSM19eFAC L, E, O&P
14	05-05-19-20-6400 Expansion anchors, anchors for concrete, brick or stone, no layout and drilling, stone and tile, lag screw shields, 5/8" diameter, long Used for Helical ground anchors - quantity adjusted to avoid non pre-priced line item 44*4 = 176.00	Ea.	176.0000	\$12.55	\$2,208.80	RSM19eFAC Grn, M, L, O&P

# Final Estimate

## Estimator: Wayne Bryant HCDE - Fortis Academy - Challenge Course

Item	Description	UM	Quantity	Unit Cost	Total	Book
15	05-05-19-20-9000 Expansion anchors, minimum labor/equipment charge	Job	1.0000	\$167.00	\$167.00	RSM19eFAC L, O&P
16	05-15-16-05-1510 Accessories for steel wire rope, thimbles, heavy duty, 1/2" Attachments to poles for guy wires.	Ea.	66.0000	\$11.55	\$762.30	RSM19eFAC Grn, M, L, O&P
17	05-15-16-05-1610 Accessories for steel wire rope, clips, 3/8" diameter Clips for steel guy wire ropes.	Ea.	33.0000	\$11.55	\$381.15	RSM19eFAC Grn, M, L, O&P
18	05-15-16-05-1910 Accessories for steel wire rope, sockets, closed swage, 1/2" diameter Guy wire terminations.	Ea.	50.0000	\$46.50	\$2,325.00	RSM19eFAC Grn, M, L, O&P
19	05-15-16-50-0560 Steel wire rope, 6 x 19, bright, IPS, IWRC, less than 500' rolls, with accessories, 1/2" diameter Guy wire for supports.	L.F.	800.0000	\$2.53	\$2,024.00	RSM19eFAC Grn, M, L, O&P
20	06-05-23-50-0300 Wood screws, #8, 2" long, brass	C	10.0000	\$27.00	\$270.00	RSM19eFAC M, O&P
21	06-05-23-60-0500 Timber connectors, bolts, machine, square head, includes nut and washer, 3/4" diameter, 7-1/2" long Climb tower attachment bolts to poles. ((2*2)*3) = 12.00	Ea.	12.0000	\$8.60	\$103.20	RSM19eFAC M, L, O&P
22	06-05-23-60-0500 Timber connectors, bolts, machine, square head, includes nut and washer, 3/4" diameter, 7-1/2" long Climbing wall girt attachments to poles ((13*2)*2) = 52.00	Ea.	52.0000	\$8.60	\$447.20	RSM19eFAC M, L, O&P
23	06-05-23-60-0900 Timber connectors, drilling bolt holes in timber, 1" diameter Entrance Tower threaded rod holes in support poles. 12*4 = 48.00	Inch	48.0000	\$1.90	\$91.20	RSM19eFAC L, O&P
24	06-05-23-60-0900 Timber connectors, drilling bolt holes in timber, 1" diameter Drilling pilot holes for climbing wall girts and decking. ((52+12)*7) = 448.00	Inch	448.0000	\$1.90	\$851.20	RSM19eFAC L, O&P
25	06-05-23-60-0900 Timber connectors, drilling bolt holes in timber, 1" diameter Drilling for thimbles and eyebolts / attachments.	Inch	100.0000	\$1.90	\$190.00	RSM19eFAC L, O&P
26	06-05-23-60-5400 Timber connectors, washers, 2" x 2" x 1/8" Washers for guy wire supports.	Ea.	50.0000	\$0.53	\$26.50	RSM19eFAC M, O&P
27	06-05-23-60-5500 Timber connectors, washers, 3" x 3" x 3/16" Entrance Tower Deck support washers. 4*2 = 8.00	Ea.	8.0000	\$1.42	\$11.36	RSM19eFAC M, O&P
28	06-05-23-60-9000 Timber connectors, minimum labor/equipment charge	Job	1.0000	\$167.00	\$167.00	RSM19eFAC L, O&P



# Final Estimate

## Estimator: Wayne Bryant HCDE - Fortis Academy - Challenge Course

Item	Description	UM	Quantity	Unit Cost	Total	Book
29	06-11-10-10-1000 Beam and girder framing, single, 2" x 6" Climbing tower deck floor joists.	L.F.	55.0000	\$2.69	\$147.95	RSM199FAC M, L, O&P
30	06-11-10-10-1040 Beam and girder framing, single, 2" x 10" Climbing Tower Deck double 2x10 band around perimeter. ((10*3)*2) = 60.00	L.F.	60.0000	\$3.82	\$229.20	RSM199FAC M, L, O&P
31	06-11-10-10-1170 Beam and girder framing, single, 4" x 6" Climbing Tower - Climbing wall girts 11*14 = 154.00	L.F.	154.0000	\$7.00	\$1,078.00	RSM199FAC M, L, E, O&P
32	06-11-10-10-9000 Beam and girder framing, minimum labor/equipment charge	Job	1.0000	\$335.00	\$335.00	RSM199FAC L, O&P
33	06-11-10-28-0430 Porch or deck framing, treated lumber, decking, 5/4" x 6" Climbing wall - 1/2 wall 11*12 = 132.00	S.F.	132.0000	\$4.46	\$588.72	RSM199FAC M, L, O&P
34	06-11-10-28-0430 Porch or deck framing, treated lumber, decking, 5/4" x 6" Entrance Tower Platform Decking 13*3 = 39.00	S.F.	39.0000	\$4.46	\$173.94	RSM199FAC M, L, O&P
35	06-11-10-28-0430 Porch or deck framing, treated lumber, decking, 5/4" x 6" Climbing Tower Deck Boards (9.5*1)/2 = 52.25	S.F.	52.2500	\$4.46	\$233.04	RSM199FAC M, L, O&P
36	06-11-10-28-0430 Porch or deck framing, treated lumber, decking, 5/4" x 6" Climbing wall - full wall 11*22 = 242.00	S.F.	242.0000	\$4.46	\$1,079.32	RSM199FAC M, L, O&P
37	06-13-23-10-0402 Heavy framing, wood columns, structural grade, 1500f, 8" x 8" Entry Tower Deck supports 14*2 = 28.00	L.F.	28.0000	\$14.30	\$400.40	RSM199FAC M, L, O&P
38	06-13-23-10-9000 Heavy framing, minimum labor/equipment charge	Job	1.0000	\$335.00	\$335.00	RSM199FAC L, O&P
39	06-43-13-20-9000 Prefabricated wood stairs, minimum labor/equipment charge Removable stairs for climbing walls.	Job	10.0000	\$445.00	\$4,450.00	RSM199FAC L, O&P
40	11-66-13-10-4200 Physical training equipment, exercise equipment, exercise ladder, 16' x 1'-7", suspended Removable ladder for access to upper equipment - to preserve safety after hours.	Ea.	2.0000	\$1,975.00	\$3,950.00	RSM199FAC M, L, O&P
41	22-05-29-10-2700 Hangers and supports for plumb'g/HVAC pipe/equip., rods, carbon steel, continuous thread, 5/8" thread size Entrance Tower Deck to pole attachments and misc feature attachments. ((3*4)+15) = 27.00	L.F.	27.0000	\$11.50	\$310.50	RSM199FAC M, L, O&P

# Final Estimate

## Estimator: Wayne Bryant HCDE - Fortis Academy - Challenge Course

Item	Description	UM	Quantity	Unit Cost	Total	Book
42	22-05-29-10-2700-1120 Labor adjustment factors, add to labor for elevated installation, above floor level, 20' to 24.5' high (Modified using 22-01-02-20-1120) Entrance Tower Deck to pole attachments. 3*4 = 12.00	L.F.	12.0000	\$0.88	\$10.56	RSM199FAC L, O&P
43	22-05-29-10-2700-2730 Hangers and supports for plumbing, HVAC pipe, and equipment, for galvanized, add (Modified using 22-05-29-10-2730) Entrance Tower Deck to pole attachments. 3*4 = 12.00	L.F.	12.0000	\$2.20	\$26.40	RSM199FAC M, O&P
44	31-23-23-13-0100 Backfill, by hand, no compaction, heavy soil Backfill around support poles - eight locations - divided by /2 to allow for pole area fill (((3.14*(1*)/2)*8)*1.25 = 125.60	L.C.Y.	125.6000	\$48.00	\$6,028.80	RSM199FAC L, O&P
45	31-23-23-13-0100-0300 Backfill, compaction in 6" layers, hand tamp, add to above (Modified using 31-23-23-13-0300) (((3.14*(1*)/2)*8)*1.25 = 125.60	E.C.Y.	125.6000	\$25.50	\$3,202.80	RSM199FAC L, O&P
46	31-23-23-17-0800 General fill, spread dumped material, gravel fill, compacted, under floor slabs, 12" deep Gravel fill in excavation for foundations. 3.14 SF per 24" diameter opening - x 1.5 for 18" depth. (3.14*(8*1.5)) = 37.68	S.F.	37.6800	\$2.14	\$80.64	RSM199FAC M, L, E, O&P
47	31-63-26-13-0200 Fixed end caisson piles, includes excavation, concrete, 50 lbs. reinforcing per C.Y., excluding mobilization, boulder removal, disposal, casings or ground water, open style, machine drilled, to 50' deep, in stable ground, 24" diameter, 0.116 C.Y. per L.F. Drill / Excavate for poles - 8 poles 8' deep. 8*8 = 64.00	V.L.F.	64.0000	\$51.50	\$3,296.00	RSM199FAC M, L, E, O&P
48	33-71-16-33-6200 Wood electrical utility poles, excluding excavation, backfill and cast in place concrete, wood, class 3 Douglas Fir, penta-treated, 20' One 20' pole and two 15' poles. Class 3 CCA - SYP Yellow Pine in lieu of Fir 3*1.5 = 4.50	Ea.	4.5000	\$855.00	\$3,847.50	RSM199FAC M, L, E, O&P
49	33-71-16-33-6600 Wood electrical utility poles, excluding excavation, backfill and cast in place concrete, wood, class 3 Douglas Fir, penta-treated, 30' Class 3 CCA - SYP Yellow Pine in lieu of Fir 3*1.5 = 4.50	Ea.	4.5000	\$1,150.00	\$5,175.00	RSM199FAC M, L, E, O&P
50	33-71-16-33-7000 Wood electrical utility poles, excluding excavation, backfill and cast in place concrete, wood, class 3 Douglas Fir, penta-treated, 40' Class 2 CCA SYP Yellow Pine in lieu of Fir 6*1.5 = 9.00	Ea.	9.0000	\$1,575.00	\$14,175.00	RSM199FAC M, L, E, O&P
51	CARP Carpenters - 2019 RSMMeans Facilities Bare Rate Carpenter Labor for Assembly.	Hour	150.0000	\$51.65	\$7,747.50	Trades L, B

**Final Estimate**

**Estimator: Wayne Bryant**      **HCDE - Fortis Academy - Challenge Course**

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>Estimate Grand Total</b>						<b>88,835.66</b>

# 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:  
 2019-520592

Date Filed:  
 07/24/2019

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Dura Pier Facilities Services Ltd. dba Facilities Sources  
 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.**  
 16/054JN-04  
 Job Order Contract for Challenge Course at Fortis Academy

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.**

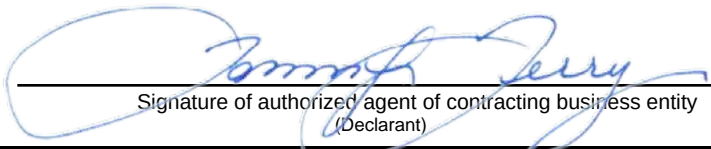
**6 UNSWORN DECLARATION**

My name is Tammi L Terry, and my date of birth is 02/14/1959.

My address is 10124 Fm 1428, Midway, Tx, 75852, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Madison County, State of Texas, on the 25 day of July, 2019.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
(Declarant)

## Job Order Contract

This 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, Inc. ("Contractor"), whose main office address is 13124 Player St., Houston, Texas 77045 for Job Order Contracting Services, effective as of July 24<sup>th</sup>, 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-04, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract # 16/054JN-04, 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 term of this Contract shall be from August 22<sup>nd</sup>, 2019 (date) through January 30<sup>th</sup>, 2020. ((date). 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, 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 this Contract is \$88,835.66. 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 Maintenance Director 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 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 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: 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)  
Wayne Bryant (Contact Person)  
713.721.3788 (Fax)

#### 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: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR Facilities Sources**

By: Wayne E. Bryant \_\_\_\_\_ Date 07/24/19  
Name: Wayne E. Bryant  
Title: Project Manager

## **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 Contract ("Contract") between Harris County Department of Education (Owner) and Facilities Sources (Job Order Contractor) dated July 24<sup>th</sup>, 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:

Install one Challenge Course with both high and low elements to match drawings provided.

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 October 31st, 2019. The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be \$0. The Date of Commencement is August 22<sup>nd</sup>, 2019.

3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) Fortis Academy

4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$88,835.66, 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.

**AUTHORIZED AND ACCEPTED:**

**JOB ORDER CONTRACTOR/** Facilities Sources \_\_\_\_\_

By: Wayne E. Bryant

Date: 07/24/19

Name: Wayne E. Bryant

Title: PROJECT MANAGER

**OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION**

By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A: Contractor's Job Order Proposal, dated July 18<sup>th</sup>, 2019

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, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

**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	\$21.60
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$18.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.18
Insulators	\$18.10
Ironworkers	\$18.14
Laborers, General	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.69
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$26.70
Plumbers	\$28.50
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	Craftsmen 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.
DataComm / Teledom 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	Craftsmen 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 excavator 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 plane, building elevator, form vibrator, concrete mixer (less than 1000), generator.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Milkwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & air 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, automatic tubing controls, shutoffs, 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 & installs ceramic tiles to these surfaces.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membrane, epoxy, rolled or brushed.



**Regular Board Meeting**

7.O.

**Meeting Date:** August 21, 2019  
**Title:** Policy Update  
**Submitted For:** Danielle Bartz, Special Asst to Superintendent  
**Submitted By:** Laura Aguirre  
**Additional Resource Personnel:**

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**Information**

**Posted Agenda Item:**

**Consider first reading of the following revised local policies:**

- 1. BBD(LOCAL)
- 2. CAA(LOCAL)
- 3. CDA(LOCAL)
- 4. CH(LOCAL)
- 5. CJA(LOCAL)
- 6. CK(LOCAL)
- 7. CQ(LOCAL)
- 8. CV(LOCAL)
- 9. DCB(LOCAL)
- 10. DEA(LOCAL)
- 11. DEC(LOCAL)
- 12. DED(LOCAL)
- 13. DFD(LOCAL)
- 14. DH(LOCAL)
- 15. DHE(LOCAL)
- 16. DIA(LOCAL)
- 17. FMA(LOCAL)
- 18. FNG(LOCAL)
- 19. GF(LOCAL)
- 20. GKA(LOCAL)
- 21. GKB(LOCAL)

**Subject:**

Local Policy Updates

**Rationale:**

TASB and internal policy updates

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**Attachments**

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Superintendent's Office	Karla Cantu	07/08/2019 10:10 AM
Superintendent's Office	Laura Aguirre	08/12/2019 11:46 AM
Form Started By: Danielle Bartz		Started On: 07/01/2019 02:36 PM
Final Approval Date: 08/12/2019		

**Regular Board Meeting**

**7.P.**

**Meeting Date:** August 21, 2019

**Title:** Notice of Award for Early Head Start Child Care Partnerships (EHS-CCP) 06HP000311-01-00

**Submitted For:** Venetia Peacock, Head Start

**Submitted By:** Sharon McBride

**Recommended Action:** Accept

**HCDE Goal(s):** 2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Jonathan Parker, Dr. Jesus Amezcua, Venetia L. Peacock, Gayla Rawlinson, Bill Monroe, Kendra Jackson

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Consider acceptance of the Notice of Award - for Early Head Start Child Care Partnerships (EHS-CCP) 06HP000311-01-00 from the Department of Health and Human Services (HHS) Administration for Children and Families (AFC)** in the amount of \$2,147,169, for Early Head Start operations and \$50,000, for training and technical assistance for the 09/01/2019-08/31/2020 budget period.

**Subject:**

Notice of Award - 2019 -2020 Early Head Start Child Care Partnerships (EHS-CCP) Continuation Grant

**Rationale:**

This grant action awards \$2,147,169, for Early Head Start operations and \$50,000, for training and technical assistance for the 09/01/2019-08/31/2020 budget period. It is subject to the requirements for contribution of non-federal match and approval of key staff, the limitations on development and administrative costs and employee compensation, and prior written approval for the purchase of equipment and other capital expenditures and the purchase, construction and major renovation of facilities.

Detailed	Amount
Programs Operations Funds	\$2,147,169
Training and Technical Assistance (T&TA) Funds	\$50,000
Total	\$2,197,169

**Fiscal Impact**

**Attachments**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

<b>1. AWARDING OFFICE:</b> Office of Head Start	<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 06HP000311-01-00	<b>3a. AMEND. NO.:</b> 0
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**4. FAIN:** 06HP000311

<b>5. TYPE OF AWARD:</b> Service	<b>6. TYPE OF ACTION:</b> New	<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ
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<b>8. BUDGET PERIOD:</b> 09/01/2019 THRU 08/31/2020	<b>9. PROJECT PERIOD:</b> 09/01/2019 THRU 08/31/2024	<b>10. CFDA NO.:</b> 93.600 - Head Start
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<b>11. RECIPIENT ORGANIZATION:</b> HARRIS COUNTY DEPARTMENT OF EDUCATION 6300 Irvington Blvd Houston, TX 77022-5618 Grantee Authorizing Official: Josh Flynn	<b>12. PROJECT / PROGRAM TITLE:</b> Early Head Start and CCP
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<b>13. COUNTY:</b> Harris	<b>14. CONGR. DIST.:</b> 29	<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> Venetia Peacock Senior Director of Head Start
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<b>16. APPROVED BUDGET:</b>		<b>17. AWARD COMPUTATION:</b>	
Personnel.....	\$ 1,025,377.00	A. NON-FEDERAL SHARE.....	\$ 549,292.00 20%
Fringe Benefits.....	\$ 280,957.00	B. FEDERAL SHARE.....	\$ 2,197,169.00 80%
Travel.....	\$ 6,417.00	<b>18. FEDERAL SHARE COMPUTATION:</b>	
Equipment.....	\$ 0.00	A. TOTAL FEDERAL SHARE.....	\$ 2,197,169.00
Supplies.....	\$ 46,286.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$ 0.00
Contractual.....	\$ 454,725.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$	0.00
Facilities/Construction.....	\$ 0.00	<b>19. AMOUNT AWARDED THIS ACTION:</b>	\$ 2,197,169.00
Other.....	\$ 159,484.00	<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>	\$ 2,197,169.00
Direct Costs.....	\$ 1,973,246.00	<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b>	
Indirect Costs.....	\$ 223,923.00	Additional Costs	
In Kind Contributions.....	\$ 0.00	<b>22. APPLICANT EIN:</b>	<b>23. PAYEE EIN:</b>
Total Approved Budget.....	\$ 2,197,169.00	746001215	1746001215A1
		<b>24. OBJECT CLASS:</b> 41.51	

<b>25. FINANCIAL INFORMATION:</b>					<b>DUNS</b>	188326151
<b>ORGN</b>	<b>DOCUMENT NO.</b>	<b>APPROPRIATION</b>	<b>CAN NO.</b>	<b>NEW AMT.</b>	<b>UNOBLIG.</b>	<b>NONFED %</b>
	06HP00031101	75-1920-1536	9-G069128	\$2,147,169.00		
	06HP00031101	75-1920-1536	9-G069121	\$50,000.00		

**26. REMARKS:** (Continued on separate sheets)

<b>27. SIGNATURE - ACF GRANTS OFFICER</b> Clinton A Mcgrane 26 Federal Plaza Room 4114 New York, NY 10278 Phone: 212-264-2890 EXT 176	<b>ISSUE DATE:</b> 07/31/2019	<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b> Ms. TaWanda Goodman 07/30/2019
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<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b> Mr. Kenneth Gilbert - Regional Program Manager	<b>DATE:</b> 07/30/2019
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**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

<b>1. AWARDING OFFICE:</b> Office of Head Start		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 06HP000311-01-00	<b>3a. AMEND. NO.:</b> 0
<b>4. FAIN:</b> 06HP000311				
<b>5. TYPE OF AWARD:</b> Service		<b>6. TYPE OF ACTION:</b> New		<b>7. AWARD AUTHORITY:</b> 42 USC 9801 ET SEQ
<b>8. BUDGET PERIOD:</b> 09/01/2019 THRU 08/31/2020	<b>9. PROJECT PERIOD:</b> 09/01/2019 THRU 08/31/2024	<b>10. CFDA NO.:</b> 93.600 - Head Start		
<b>11. RECIPIENT ORGANIZATION:</b> HARRIS COUNTY DEPARTMENT OF EDUCATION				

**STANDARD TERMS**

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

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

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

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children and Families U.S. Department of Health and Human Services Office of Grants Management ATTN: Grants Management Specialist 330 C Street, SW., Switzer Building Corridor 3200 Washington, DC 20201 AND  
U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)  
Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

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

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

Under Section 638 of the Head Start Act, this grant action awards HARRIS COUNTY DEPARTMENT OF EDUCATION a project period of 09/01/2019-08/31/2024 for the operation of a Early Head Start program in the designated service area(s). This grant action awards \$2,147,169 for Early Head Start operations and \$50,000 for training and technical assistance for the initial budget period of 09/01/2019-08/31/2020.

Early Head Start population: 100 infants and toddlers.

Designated Early Head Start service area(s): City of Houston and surrounding areas; Harris County, Texas.

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

This grant is subject to the requirements for contribution of the non-federal match and approval of key staff, the limitations on development and administrative costs and employee compensation, and prior written approval for the purchase of equipment and other capital expenditures and the purchase, construction and major renovation of facilities as specified in Attachment 1. This grant is also subject to the conditions specified in Attachment 2.

This grant action awards the cost-of-living adjustment increase for the Early Head Start program for Fiscal Year 2019.

## **Attachment 1**

### **Recipient Organization: HARRIS COUNTY DEPARTMENT OF EDUCATION**

This grant is subject to Section 640(b) of the Head Start Act and 45 C.F.R. § 1303.4 requiring a non-federal match of 20 percent of the total cost of the program. This grant is also subject to the requirements in Section 644(b) of the Head Start Act and 45 C.F.R. §1303.5 limiting development and administrative costs to a maximum of 15 percent of the total costs of the program, including the non-federal match contribution of such costs. The requirements for a non-federal match of 20 percent and the limitation of 15 percent for development and administrative costs apply to the 09/01/2019-08/31/2020 budget period unless a waiver is approved. Any request for a waiver of the non-federal match, or a portion thereof, that meets the conditions under Section 640(b)(1)-(5) of the Head Start Act and 45 C.F.R. § 1303.4 or a waiver of the limitation on development and administrative costs that meets the conditions under 45 C.F.R. §1303.5 must be submitted in advance of the end of the budget period. Any waiver request submitted after the expiration of the project period will not be considered.

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

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

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

## **Attachment 2**

### **Budget Period 01 of the Project Period**

**Head Start Grantees must comply with the terms and conditions for the project period award in the specified timeframes.**

#### **Health and Safety**

- Conduct a screening of the health and safety environment of each center and/or family child care home where services are provided according to the following schedule, as applicable:
  - within 45 days of the start of the program or school year;
  - within 45 days of children receiving services in a new center and/or family child care home; and/or
  - within 45 days of the start of the project period when the project period begins during the program or school year.See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/publication/health-safety-screener>.
- Complete a certification of compliance with all Office of Head Start (OHS) health and safety requirements within 75 days of the start of the program or school year, or within 75 days of the start of the project period when the project period begins during the program or school year.
- Submit the certification to the OHS in the Head Start Enterprise System (HSES) under the DRS tab, NoA Conditions in the folder titled "Certification of Compliance with Health & Safety Requirements" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter.

#### **Governance**

- Conduct a screening of the organization's governance and leadership capacity within 60 calendar days of the start of the project period. See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governing-body-tribal-council-certification>.
- Complete a certification that the governance and leadership capacity screening was conducted and a training plan was developed within 75 days of the start of the project period. See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governance-leadership-oversight-capacity-screener-certification>.
- Submit the certification to the OHS in the Head Start Enterprise System (HSES) under the DRS tab, NoA Conditions in the folder titled "Certification of Governance and Leadership Capacity Screening" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter.

See: <https://eclkc.ohs.acf.hhs.gov/designation-renewal-system>

# Information Items



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Employee Count - July 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	3	22	1	4	2	0	23	55	0	0	1	0	0	0	1	2				
Academic & Behavior School West	3	20	0	2	2	0	21	48	0	0	1	0	0	0	2	3					
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	220	0	1	0	0	0	221					
Business Services	8	0	0	0	6	0	0	14	0	0	0	0	0	1	0	1					
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	6	0	0	18	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	3	0	6	0	0	0	0	0	0	0	0					
Center For Afterschool, Summer & Enrichment	19	0	0	0	3	0	0	22	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	40	0	5	0	0	50	0	0	0	0	0	0	0	0					
Fortis Academy	1	0	0	2	1	0	4	8	0	0	0	0	0	0	0	0					
Head Start	80	147	24	1	11	0	0	263	1	0	4	0	0	0	0	5					
Highpoint East	4	5	0	3	3	0	18	33	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	7	0	0	0	1	0	0	8	0	0	0	0	0	0	0	0					
School-Based Therapy Services	1	0	0	84	30	0	0	115	0	0	0	0	37	3	0	40					
Schools	2	0	0	0	2	0	0	4	0	0	1	0	1	0	12	14					
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					
<b>Total</b>	<b>201</b>	<b>194</b>	<b>73</b>	<b>96</b>	<b>105</b>	<b>24</b>	<b>66</b>	<b>759</b>	<b>1</b>	<b>220</b>	<b>8</b>	<b>1</b>	<b>38</b>	<b>8</b>	<b>16</b>	<b>292</b>					

A = Administration  
 AE = Adult Education  
 I = Instructional Support  
 O = Operations Support  
 P = Professional Support  
 S = Administrative Support  
 T = Technology  
 TS = Teachers

Meeting Date: August 21, 2019

**Regular Board Meeting**

**10.C.**

**Meeting Date:** August 21, 2019

**Title:** Cooperative fees report for FY 2018-2019

**Submitted For:** Bill Monroe, Purchasing **Submitted By:** Yaritza Roman

**Additional Resource Personnel:** Dr. Jesus Amezcua, Bill Monroe

**Information**

**Posted Agenda Item:**

**A school district that enters into a purchasing contract valued at \$25,000 or more under Education Code 44.031(a) (5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract.**

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item.

HCDE paid fees to the Cooperative purchasing programs listed below; the cooperative, the fees, and the purpose and disposition of the fees are listed below.

Texas Comptroller of Public Accounts (TPASS) \$100.00 Annual Membership Fee

**Subject:**

A school district that enters into a purchasing contract valued at \$25,000 or more under Education Code 44.031(a) (5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract.

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item.

HCDE paid fees to the Cooperative purchasing programs listed below; the cooperative, the fees, and the purpose and disposition of the fees are listed below.

**Texas Comptroller of Public Accounts (TPASS) \$100.00 Annual Membership Fee**

This is a presentation only, no action is necessary.

**Rationale:**

A school district that enters into a purchasing contract valued at \$25,000 or more under Education Code 44.031(a) (5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract.

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item.

HCDE paid fees to the Cooperative purchasing programs listed below; the cooperative, the fees, and the purpose and disposition of the fees are listed below.

**Texas Comptroller of Public Accounts (TPASS) \$100.00 Annual Membership Fee**

This is a presentation only, no action is necessary.

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**Attachments**

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing	Bill Monroe	07/25/2019 10:44 AM
Form Started By: Yaritza Roman		Started On: 07/25/2019 08:43 AM
Final Approval Date: 07/25/2019		

**Regular Board Meeting**

**10.D.**

**Meeting Date:** August 21, 2019

**Title:** HCDE Head Start USDA Meal Claim for the months of May and June 2019

**Submitted For:** Venetia Peacock, Head Start **Submitted By:** Sharon McBride

**Additional Resource Personnel:**

**Information**

**Posted Agenda Item:**

**HCDE Area I Head Start USDA Meal Totals for the months of May and June 2019;** this information was derived from the free standing campuses, 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 snack.

**Subject:**

HCDE Head Start USDA Meal Claim for the months of May and June 2019

**Rationale:**

HCDE Area I Head Start USDA Meal Totals for the months of May and June 2019; this information was derived from the free standing campuses, 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 snack.

**Attachments**

Meal Count May 2019

Meal Counts June 2019

**Form Review**

**Inbox**

Head Start

Form Started By: Sharon McBride

Final Approval Date: 07/29/2019

**Reviewed By**

Venetia Peacock

**Date**

07/29/2019 11:38 AM

Started On: 07/24/2019 03:19 PM

**Harris County Department of Education - Head Start Area I**  
**USDA Meal Totals**  
**May 2019**

<b>*Center</b>	<b>Attendance</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>PM</b>	<b>B,L,PM Totals</b>
Barrett Station	470	208	464	430	1102
Baytown	1940	1136	1921	1591	4648
Baytown Early Head Start	577	546	568	499	1613
Channelview	1481	854	1439	1337	3630
Compton	1986	1871	1968	1834	5673
Coolwood	855	752	843	781	2376
Fifth Ward	1047	777	1014	951	2742
Humble	950	794	918	862	2574
JD Walker	860	651	840	798	2289
LaPorte	1409	1054	1393	1225	3672
Pugh	555	538	518	541	1597
Sheffield	2050	1174	1947	1819	4940
Tidwell	1001	737	969	868	2574
<b>Totals</b>	<b>15181</b>	<b>11092</b>	<b>14802</b>	<b>13536</b>	<b>39430</b>

Number of Days Food Service was Provided at Head Start	18
Number of Days Food Service was Provided at Early Head Start	18

Number of Days Food Service was Provided at Head Start  
Number of Days Food Service was Provided at Early Head Start

**Harris County Department of Education - Head Start Area I**  
**USDA Meal Totals**  
**June 2019**

Center	Attendance	Breakfast	Lunch	PM	B,L,PM Totals
Barrett Station	0	0	0	0	0
Baytown	0	0	0	0	0
<b>Baytown Early Head Start*</b>	<b>415</b>	<b>392</b>	<b>413</b>	<b>398</b>	<b>1203</b>
Channelview	0	0	0	0	0
Compton	0	0	0	0	0
Coolwood	0	0	0	0	0
Fifth Ward	0	0	0	0	0
Humble	0	0	0	0	0
JD Walker	0	0	0	0	0
LaPorte	0	0	0	0	0
Pugh	0	0	0	0	0
Sheffield	0	0	0	0	0
Tidwell	0	0	0	0	0
<b>Totals</b>	<b>415</b>	<b>392</b>	<b>413</b>	<b>398</b>	<b>1203</b>

0
12

Number of Days Food Service was Provided at Head Start  
 Number of Days Food Service was Provided at Early Head Start

**\*Only center operating June 2019**



**Regular Board Meeting**

**10.E.**

**Meeting Date:** August 21, 2019

**Title:** HCDE Head Start Performance Report for the Month of May 2019

**Submitted For:** Venetia Peacock, Head Start **Submitted By:** Sharon McBride

**Additional Resource Personnel:**

**Information**

**Posted Agenda Item:**

**HCDE Head Start Performance Report for the Month of May 2019**

**Subject:**

HCDE Head Start Performance Report for the Month of May 2019

**Rationale:**

The HCDE Head Start Performance Report for the month of May 2019 includes information regarding the center locations, center capacities, enrollment including numbers served, number of days, number withdrawn, disability totals and percentages, over income and waitlist totals.

**Attachments**

HS May Performance Report

**Form Review**

**Inbox**

Head Start

Form Started By: Sharon McBride

Final Approval Date: 07/29/2019

**Reviewed By**

Venetia Peacock

**Date**

07/29/2019 11:38 AM

Started On: 07/24/2019 01:51 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION - HEAD START  
PERFORMANCE REPORT  
May 01, 2019 - May 31, 2019**

Center	Enrollment														
	Center Capacity #	Currently Enrolled						Over Income						Waitlist	
		Total		ADA % Actual	Withdrawn #	Disability		Over Income		#	%				
		# Served	% Served			# of Days	#	%	#			%			
Barrett Station	34	41	121%	18	86%	9	2	6%	0	0%	18	44%			
Baytown	134	145	108%	18	87%	13	5	4%	0	0%	27	19%			
Channelview	97	101	104%	18	90%	4	6	6%	0	0%	28	28%			
Compton	131	160	122%	18	92%	34	2	2%	0	0%	29	18%			
Coolwood	62	80	129%	18	81%	18	4	6%	0	0%	3	4%			
Dogan	99	105	106%	18	97%	8	3	3%	0	0%	13	12%			
Fifth Ward	74	83	112%	18	85%	11	2	3%	0	0%	4	5%			
Fonwood	102	110	108%	18	94%	10	0	0%	0	0%	3	3%			
Humble	74	87	118%	18	89%	24	3	4%	0	0%	12	14%			
J.D. Walker	60	71	118%	18	94%	16	8	13%	0	0%	3	4%			
La Porte	108	111	103%	18	88%	17	11	10%	0	0%	10	9%			
Pugh	74	79	107%	18	95%	7	0	0%	0	0%	25	32%			
San Jacinto	19	19	100%	18	92%	1	0	0%	0	0%	4	21%			
Sheffield	137	151	110%	18	89%	17	11	8%	0	0%	30	20%			
Tidwell	71	80	113%	18	89%	14	3	4%	0	0%	5	6%			
<b>All Centers</b>	<b>1276</b>	<b>1423</b>	<b>112%</b>	<b>18</b>	<b>90%</b>	<b>203</b>	<b>60</b>	<b>5%</b>	<b>0</b>	<b>0%</b>	<b>214</b>	<b>17%</b>			

**HARRIS COUNTY DEPARTMENT OF EDUCATION - EARLY HEAD START  
PERFORMANCE REPORT  
May 01, 2019 - May 31, 2019**

Center	Enrollment											
	Center Capacity #	Currently Enrolled					Waitlist					
		Total		ADA % Actual	Disability		Over Income		Waitlist			
		# Served	% Served		# of Days	#	%	#	%	#	%	
Baytown EHS	40	49	123%	18	87%	25	0	0%	0	0%	26	53%
All Centers	40	49	123%	18	87%	25	0	0%	0	0%	26	65%

**HARRIS COUNTY DEPARTMENT OF EDUCATION - CHILD CARE PROGRAM  
PERFORMANCE REPORT  
May 01, 2019 - May 31, 2019**

Center	Enrollment											
	Center Capacity #	Currently Enrolled					Waitlist					
		Total		ADA % Actual	Disability		Over Income		Waitlist			
		# Served	% Served		# of Days	#	%	#	%	#	%	
John G. Jones	12	9	75%	22	94%	6	1	8%	0	0%	11	122%
Kool Kids	32	36	113%	23	89%	18	4	13%	0	0%	12	33%
Let's Learn	16	8	50%	21	86%	4	0	0%	0	0%	4	50%
Purpose Kids	16	16	100%	22	89%	7	1	6%	0	0%	17	106%
All Centers	76	69	91%	22	88%	35	6	8%	0	0%	44	58%